132-21

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1888.

No. ~~305~~. 44

WILLIAM JACKSON, MASTER OF THE STEAMSHIP "COUNSELLOR," PLAINTIFF IN ERROR,

vs.

ALLEN, WEST, AND BUSH; BROWN BROTHERS AND COMPANY, ET AL.

No. ~~306~~. 45

BROWN BROTHERS AND COMPANY, PLAINTIFFS IN ERROR,

vs.

ALLEN, WEST, AND BUSH, ET AL.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF LOUISIANA.

FILED JULY 31, 1886.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1888.

No. 305.

WILLIAM JACKSON, MASTER OF THE STEAMSHIP "COUNSELLOR," PLAINTIFF IN ERROR,

vs.

ALLEN, WEST, AND BUSH; BROWN BROTHERS AND COMPANY, ET AL.

No. 306.

BROWN BROTHERS AND COMPANY, PLAINTIFFS IN ERROR,

vs.

ALLEN, WEST, AND BUSH, ET AL.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF LOUISIANA.

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a *Transcript of Record.*

UNITED STATES OF AMERICA:

Circuit Court of the United States, Eastern District of Louisiana.

BROWN BROTHERS & CO., Interveners, and WILLIAM JACKSON, Master, etc., Plaintiffs in Error,
vs.
ALLEN, WEST AND BUSH *et als.*, Defendants in Error.
No. 10645.

Bayne & Denegre and Farrar & Kruttschnitt, for plaintiffs in error; Charles S. Rice, for Allen, West and Bush, defendants in error.

Writ of error returnable to the Supreme Court of the United States, at the city of Washington, D. C., on the second Monday of October, 1886.

1 *Transcript of Removal to United States Circuit Court.*

U. S. Circuit Court. No. 10645.

STATE OF LOUISIANA:

Civil District Court for the Parish of Orleans.

ALLEN, WEST & BUSH
vs.
ALFRED F. JONES *et als.*
No. 11577.

[Endorsed:] U. S. circuit court, eastern district of Louisiana. Filed July 29, 1884. (Signed) F. McHyman, d'y clerk.

2 *Petition. Filed June* 7, 1884.

STATE OF LOUISIANA:

Civil District Court, Parish of Orleans.

ALLEN, WEST & BUSH
vs.
ALFRED F. JONES *et als.*
No. 11577.

To the honorable the judges of the civil district court for the parish of Orleans:

The petition of Allen, West and Bush, a commercial firm doing business in the city of New Orleans and composed of James H. Allen, Thomas H. West, and John C. Bush, respectfully shows—

That your petitioners sold to Alfred F. Jones, to be paid for cash

on delivery, and delivered to him on the 4th day of June, 1884, certain two hundred and sixty-eight (268) bales of cotton of the price and value of twelve thousand six hundred and sixty-five $\frac{25}{100}$,
3 $12,665.25, dollars, all of which more fully appears and is set forth in the detailed account marked "Exhibit A" and hereto annexed as part of this petition.

That said defendant has failed and neglected to pay and now refuses to pay for said cotton, save and except the sum of eighteen hundred dollars ($1,800) paid on account of and in deduction of said purchase price, leaving said purchase price now due and owing the full sum of ten thousand eight hundred and sixty-five $\frac{25}{100}$ dollars ($10,865.25).

That your petitioners have special lien and privilege on said cotton for the payment of said purchase price thereof; that the same is now in possession of William Jackson, master of and bailee of the owners of the steamship called the "Counsellor," lying at the port of Orleans; that petitioners fears that pending this suit the said Alfred F. Jones and said William Jackson, master of said steamship called the "Counsellor," bailee of her owners, will part with,
4 conceal, or dispose of said cotton, which is an agricultural product of the United States and was sold as aforesaid in the city of New Orleans, or will remove the same out of the State or beyond the jurisdiction of this honorable court, and that they will thereby lose their vendors' lien and privilege thereon.

Wherefore, the annexed bond and affidavit considered, petitioners pray that a writ of sequestration issue directed to and requiring the civil sheriff of the parish of Orleans to seize and to hold the cotton as aforesaid, in whatsoever hands or place the same may be found, subject to the further order of this honorable court; that said Alfred F. Jones and said William Jackson, master of the steamship "Counsellor" and as bailee of her owners, be hereby cited to answer this petitition, and, after due proceedings, that petitioners have judgment against said Alfred F. Jones and against the said William
5 Jackson, master of said steamship and bailee of her owner- *in solido*, in the sum of ten thousand eight hundred and sixty-five $\frac{25}{100}$ dollars ($10,865.25), with legal interest thereon from judicial demand until paid, and for costs, with special lien and privilege upon said cotton sold and seized for the payment of said judgment. They pray for all general relief.

(Signed) CHAS. S. RICE,
Of Counsel.

Affidavit.

Personally appeared James H. Allen, one of the petitioners in foregoing petition, who, being by me duly sworn, deposed and said that all and singular the allegations in said petition are true.

(Signed) JAMES H. ALLEN.

Subscribed & sworn to before me this 7th day of June, 1884.

(Signed) HENRY L. LAZARUS, *Judge.*

6 *Bond. Filed June 7th,* 1884.

Know all men by these presents that we, Allen, West & Bush, as principal, and Thomas L. Airey, as surety, of the city of New Orleans and State of Louisiana, are held and firmly bound unto James T. Clark, clerk of the civil district court for the parish of Orleans, and his successors in said office in the sum of twelve thousand dollars, lawful money of the United States of America; for which payment, well and truly to be made to the said clerk or his successors, we bind ourselves, *in solido*, and each of our executors, administrators, heirs, and assigns, firmly by these presents.

Sealed with our seals and dated the 7th day of June, 1884.

Whereas the said Allen, West and Bush have this day presented a petition to the civil district court for the parish of Orleans praying a writ of sequestration to issue in suit of Allen, West & Bush
7 *vs.* Alfred F. Jones, numbered 11577 of the docket of said civil district court:

Now, the condition of the above obligation is that we, the above-bound principal and surety, will well and truly pay to said clerk or his successors in office, for the benefit of any and all persons interested in said suit, all such damages as may be recovered against us in case it should be decided that the said writ was wrongfully obtained.

(Signed) ALLEN, WEST & BUSH. [SEAL.]
" —— ——. [SEAL.]
" THOS. L. AIREY. [SEAL.]

Signed, sealed, and delivered in presence of—

—— ——.

Order.

Let a writ of sequestration issue as within prayed for according to law upon the petitioners executing and filing bond in the sum of twelve thousand dollars, with good and sufficient surety thereon and conditioned as the law directs.

New Orleans, La., June 7th, 1884.

(Signed) HENRY L. LAZARUS, *Judge.*

8 EXHIBIT. Filed June 7, 1884.

Two hundred and sixty-eight bales of cotton, marked as follows:

36 A X, 1 to 36, inclusive.
43 G G, 1 " 43, inclusive.
44 L X, 1 " 44, "
34 D D, 1 " 34, "
25 N N, 1 " 25, "
31 J. J., 1 " 31, "
24 O X, 1 " 24, "
31 F X, 1 " 31, "

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S. S. COUNSELLOR,
WM. JACKSON, *Master.*
LUCAS E. MOORE, *Agents.*

Invoice, June 6, '84	$12,665 25
Rec'd on account	1,800
Balance due on invoice	$10,865 25

EXHIBIT A.

Writ of Sequestration.

STATE OF LOUISIANA :

Civil District Court for the Parish of Orleans, State of Louisiana.

9 ALLEN, WEST & BUSH
vs.
ALFRED F. JONES *et als.*
} No. 11577.

To the civil sheriff of the Parish of Orleans, Greeting :

You are hereby commanded, in the name of the State of Louisiana and of the civil district court for the Parish of Orleans, to seize, sequester, and take into your possession certain two hundred and sixty-eight (268) bales of cotton now on board of or on the wharf at the steamship "Counsellor" and in the custody of William Jackson, master of said steamship, marked and numbered as follows:

36 bales, marked A X, numbered 1 to 36, inclusive.
43 bales, marked G G, numbered 1 to 43, inclusive.
44 bales, marked L X, numbered 1 to 44, inclusive.
34 bales, marked D D, numbered 1 to 34, inclusive.
25 bales, marked N N, numbered 1 to 25, inclusive.
31 bales, marked J. J., numbered 1 to 31, inclusive.
24 bales, marked O X, numbered 1 to 24, inclusive.
31 bales, marked F X, numbered 1 to 31, inclusive.

And what you do in the premises you make return thereof, together with this writ, to our said court, — the law directs.

10 Witness the Honorables H. L. Tissot, W. T. Houston, F. A. Monroe, N. H. Righter, Henry L. Lazarus, judges of our said court, this 7th day of June, in the year of our Lord one thousand eight hundred and eighty-four, and in the one hundred and eighth year of the Independence of the United States.

(Signed) GEO. P. CAZALAR,
Deputy Clerk.

Intervention and 3rd Opposition. Filed June 11*th*, 1884.

Civil District Court.

ALLEN, WEST & BUSH
vs.
A. F. JONES *et als.*
} No. 11577.

To the hon. the judges of the civil district court for the parish of Orleans :

The petition of intervention and third opposition of Brown Bros.

& Co., a commercial firm domiciled in and doing business in the city of New York and State of New York and composed of citizens of said State, viz., James M. Brown, Charles D. Dickey, Howard Potter, John Crosby Brown, John Edgar Johnson, Stewart 11 Henry Brown, Alexander H. Brown, —— Collett, —— Chalmers, respectfully shows—

That in the above-entitled suit Allen, West & Bush, a commercial firm of this city, brought suit against A. F. Jones, also of this city, for a balance claimed to be due upon certain cotton sold and sequestered the same in the possession of one William Jackson, master and bailee of the owners of the S. S. Counsellor, on which vessel said cotton, consisting of 268 bales, fully described in plaintiffs' petition, had been laden for transportation to England.

Petitioners represent that prior to said suit and sequestration the s'ship Counsellor had issued to the defendant Jones a bill of lading for the aforesaid 268 bales of cotton, on which bill of lading, negotiable by indorsement, under the law of Louisiana, the said Jones, prior to the suit herein, indorsed over and transferred to your petitioners for the purpose of pledging said cotton for the payment of a draft for 2,680 pounds sterling, drawn by said Jones, to 12 which said bill of lading was attached, and which draft your petitioner- purchased upon the faith of said negotiable bill of lading; and petitioners aver that they are innocent third holders of the same for value, and, as against all persons, are to be deemed and taken to be the owners of said 268 bales of cotton and entitled to the same.

Wherefore petitioner- pray that this petition of intervention and 3rd opposition be filed; that the commercial firm of Allen, West & Bush and the individual members thereof, James H. Allen, Thomas H. West, and John C. Bush, and William Jackson, master of the S. S. Counsellor, be cited to appear and answer this petition, and that after due proceedings there be judgment in favor of petitioner- and against said defendants, recognizing petitioners as the transferees and holders of *of* the bill of lading issued by the S. S. Counsellor for said 268 bales of cotton and the lawful owners and possessors of said 268 bales of cotton, and for costs; and petitioners 13 pray for such other and further order and relief as the nature of the case may require and the court is competent to give.

(Signed) BAYNE & DENEGRE, *Att'ys.*

Order.

Let this petition of intervention and third opposition be filed as herein prayed for and according to law.

New Orleans, June 11th, 1884.

(Signed) W. T. HOUSTON, *Judge.*

Motion to Bond. Filed June 11th, 1884.

Civil District Court.

Allen, West & Bush
vs. No. 11577.
A. F. Jones.

On motion of Bayne & Denegre, att'ys for Brown Bros. & Co., interveners and third opponents, it is ordered that said interveners be allowed to bond and take possession of the 268 bales of cotton herein sequest-red upon their furnishing bond and security,
14 conditioned as the law directs and provides, in the sum of twelve thousand six hundred and sixty-five $\frac{25}{100}$ dollars.
(Signed) W. T. H.

Citation of Intervention.

State of Louisiana:

Civil District Court for the Parish of Orleans, in the City of New Orleans.

Allen, West & Bush
vs. No. 11577.
A. F. Jones *et als.*

Mr. William Jackson, master of the S. S. Counsellor, New Orleans:

You are hereby sommoned to comply with the demand contained in the petition of intervention and 3rd opposition, of which a copy accompanies this citation, or deliver your answer to the same in the office *office* of the clerk of the civil district court for the parish of Orleans within ten days after the service hereof.

15 Witness the Honorables A. L. Tissot, W. T. Houston, F. A. Monroe, N. H. Rightor, Henry L. Lazarus, judges of said court, this 12th day of June, in the year of our Lord 1884.

(Signed) JAS. D. RANKIN,
Deputy Clerk.

Court-house, opposite Jackson square.

Return to Writ of Sequestration. Filed June 12th, 1884.

Civil District Court.

Allen, West & Bush
vs. No. 11577.
Alfred F. Jones *et als.*

Rec'd June 7th, 1884, and on June 7th, 1884, seized the property herein described in the notice of seizure; released the said property and turn- the same over to Brown Brothers & Co., interveners, — furnishing their bond, as per order of court, in the sum of twelve thousand and sixty-five $\frac{25}{100}$ dollars, with Charles M. Hoffman as security.

Writ returned June 12th, '84.
(Sig.) JOHN CHAUK, *D'y Sh'ff.*

Sh'f fees for this writ, $2.

16 *Notice of Seizure, Annexed to Writ.*

STATE OF LOUISIANA, *Parish of Orleans:*

In the Civil District Court for the Parish of Orleans.

ALLEN, WEST & BUSH *vs.* ALFRED F. JONES *et als.* } No. 11577.

CIVIL SHERIFF'S OFFICE,
NEW ORLEANS, *June 7th,* 1884.

To captain and owners of steamship Counsellor and Alfred F. Jones:

Please take notice that, — virtue of a writ of sequestration issued in the above-mentioned suit, I have seized and taken into my possession two hundred and sixty-eight bales of cotton now on board and — the wharf of steamship Counsellor, near foot of Jackson St., and marked as follows: 36 b. c., marked A X, #1 to 36; 43 b. c., marked G G, #1 to 43; 44 b. c., marked L X, #1 to 44; 34 b. c., marked D D, 1 to 34; 25 b. c., marked N N, #1 to 25; 31 b. c., marked J J, #1 to 31; 24 b. c., marked O X, #1 to 24; 31 b. c., marked F X, #1 to 31.

(Signed) WM. WALSH,
Deputy Sheriff.

Release Bond. Filed June 12th, 1884.

17 Know all men that we, Brown Bros. & Co., as principals, — Chas. M. Hoffman, as security, are held unto Thomas Duffy, civil sheriff of the parish of Orleans, in the State of Louisiana, in the penal sum of twelve thousand six hundred and sixty-five $\frac{25}{100}$ dollars; for the payment whereof to the said civil sheriff, his executors, administrators, or assigns, we, jointly and severally, bind ourselves, *ourselves,* our heirs, executors, and administrators, respectively, by these presents, as witness our respective names hereunto affixed, at New Orleans, this 11th day of June, in the year one thousand eight hundred and eighty-four.

Whereas in and by virtue of a writ of sequestration, issued out of the honorable the civil district court for the parish of Orleans, at the suit of Allen, West & Bush *vs.* Alfred F. Jones *et al.*, and numbered 11577 on the docket of said court, and which suit is now pending therein, the following-described property, to wit, two hundred and sixty-eight bales of cotton, now on board and at the wharf of steamship Counsellor, near front Jackson square, and marked as follows:

36 b. c., marked A X, numbered from 1 to 36, inclusive;
43 " " G G, " " 1 to 43, "
44 " " L X, " " 1 to 44, "
18 34 " " D D, " " 1 to 34, "
25 " " N N, " " 1 to 25, "
31 " " J J, " " 1 to 31, "
24 " " O X, " " 1 to 24, "
31 " " F X, " " 1 to 31, "

has been seized, taken into custody of the said sheriff, and detained according to law, but the same has been claimed by Brown Bros. & Company, intervener-, and has been released and delivered to Brown Bros. & Co. upon their appearance in the said suit and delivering to the said civil sheriff, Thomas Duffy, the present obligation: The condition of which is such that if the said intervener- shall produce the property to meet the judgment of the court or satisfy such judgment as may be rendered, then this obligation to be void, or else to remain in full force, virtue, and effect.

(Signed) BROWN BROTHERS & CO.,
By Their Attorney.
(Signed) Per pro. W. F. HALSEY.
" CHAS. F. HOFFMAN.
" CHAS. F. HOFFMAN.

Signed and delivered in presence of—
—— ——.

19 *Return — Citation on William Jackson. Filed June 12th,* 1884.

Received June 10th, 1884, and on the same day and month and year I served a copy of the within citation and accompanying petition personally on William Jackson, master of the steamship Counsellor and bailee of her owners, defendant herein.

Returned same day.

(Signed) P. A. McINTYRE, *Dep. Sh'ff.*

Sheriff fees, $1.50.

Return to Writ of Intervention. Filed June 14th, 1884.

Received June 12, 1884, and on the 13th of June, 1884, I served a copy of the within citation and accompanying petition personally on William Jackson, master of the S. S. Counsellor, defendant herein.

Ret. same day.

(Signed) P. A. McINTYRE, *D'p. Sh'ff.*

Sheriff fees, $1.50.

Answer of William Jackson. Filed June 26th, 1884.

20 Civil District Court, Parish of Orleans, Div. B.

ALLEN, WEST & BUSH
vs. No. 11577.
A. F. JONES *et als.*

Now into court comes William Jackson, one of defendants herein, an alien and subject of the British Empire, master of the steamship Counsellor and bailee of her owners, all of whom are aliens, subjects of said British Empire, and, for answer to plaintiffs' petition, says that he denies each and every allegation therein contained, except in so far as the same may be hereinafter admitted.

Further answering, defendant says that prior to said suit and sequestration defendant, as master of said steamship Counsellor, did issue, for and on behalf of said steamship and her owners, to defendant Jones a bill of lading for 268 bales of cotton herein sequestered, which bill of lading, negotiable by endorsement under the laws of the State of Louisiana, had, as defendant is informed and believes, been endorsed over and transferred by said Jones, prior to the 21 institution of suit herein, to interveners, Brown Bros. & Co.; that said transfer was, as defendant was informed and believes, for a valuable consideration, to wit, for the purpose of pledging said cotton for the payment of a draft drawn by said Jones, to which said bill of lading was attached, and to secure payment of said draft, and which draft was, as defendant was informed and believes, purchased by interveners aforesaid upon the faith of said negotiable bill of lading; and defendant avers that said interveners were, as he is informed and believes, innocent third holders of said bill of lading for value, and as against all persons are and ought to be taken to be the owners of said 268 bales and entitled to the same, and that this defendant is the bailee of the holder of said bill of lading, and as such entitled to the possession of said cotton, free from any and all liens or alleged liens in favor of plaintiffs.

Wherefore defendant pray- to be hence dismissed with costs and for all further and general relief.

(Signed) LEARY & KRUTTSCHNITT,
Att'y- for Def't Jackson.

22 *Petition of Brown Bros. for Removal. Filed June 26th,* 1884.

Civil District Court, Parish of Orleans.

ALLEN, WEST & BUSH
vs. No. 11577.
A. F. JONES *et als.*

To the honorable the civil district court in and for the parish of Orleans:

The petition of Brown Brothers & Co., a commercial firm composed of James M. Brown, Charles D. Dickey, Howard Dotler, John Crosby Brown, John Edgar Johnson, Frederick Chalmers, Mark W. Collett, Francis A. Hamilton, Alexander H. Brown, Stewart M. Brown, residing in and doing business in New York, and who are citizens of New York, as these petitioners aver, respectfully shows that the above-described suit of Allen, West and Bush *vs.* A. F. Jones *et als.*, No. — of the docket of this court, is a suit of a civil nature at law now pending in the civil district court for the parish of Orleans, a State court of the State of Louisiana, where the matter in dispute, exclusive of costs, exceed- the sum of five thousand dollars; that—

1st. That there is a controversy between citizens of different States.

23 2nd. That there is a controversy which is wholly between citizens of different States, which can be fully determined between them and these petitioners.

3rd. That there is a controversy in which these petitioners, citizens of the State of New York, William Jackson, master, & owners of the steamship Counsellor, cited as bailees concurring, and who are aliens, citizens and subjects of the Kingdom of Great Britain, on one side, and Allen, West and Bush and the members of said firm and A. F. Jones, citizens of Louisiana, on the other side, make a controversy wholly between citizens of different States, which can be fully determined as between them, and authorizes the removal.

4th. That there is a controversy wholly between petitioners, citizens of New York, and Allen, West and Bush, citizens of Louisiana, which can be fully determined as between them.

Petitioners file their bond and security for entering in the circuit court of the United States for costs, according to law, on the 24 first day of its next session, and for paying costs.

And petitioners pray this court to proceed no further herein, except to make the order for removal required, to accept the bond, and cause the record to be removed to said United States circuit court, fifth circuit, eastern district of Louisiana, and for all equitable relief.

(Signed) BAYNE & DENEGRE,
Att'y- for Petitioner-.

We concur in the above petition for removal and ask that said order of removal be made.

(Signed) LEARY & KRUTTSCHNITT,
Att'y- for Jackson, Master.

Bond.

Know all men by these presents that we, Brown Bros. & Co., James M. Brown, Charles B. Dickey, Howard Potter, John Crosby Brown, John Edgar Johnson, Frederick Chalmers, Francis A. Hamilton, Mark Wilks Collett, Stewart M. Brown, Alex. H. Brown, members of said firm, as principal-, and Charles F. Hoffman, as surety, are

held and firmly bound unto Allen, West & Bush, A. F. Jones,
25 William Jackson, *et als.* in the penal sum of five hundred dollars; the payment whereof, well and truly to be made unto the said Allen, West & Bush, A. F. Jones, William Jackson, *et als.*, their heirs and assigns, we bind ourselves, our heirs, representatives, and assigns, jointly and severally, firmly by these presents.

Yet upon these conditions: The said Brown Bros. & Co. and the members of said firm having petitioned the hon. the civil district court for the parish of Orleans and State of Louisiana for the removal of a certain cause therein pending, wherein Allen, West & Bush are plaintiff- and A. F. Jones *et als.* are defendants, No. 11577, to the circuit court of the United States in and for the fifth circuit and eastern district of Louisiana:

Now, if the said Brown Bros. & Co. and the members of said firm, your petitioners, shall enter in the said circuit court of the United States on the first day of its next session a copy of the record and do or cause to be done all other acts appropriate or necessary
26 in said suit and shall well and truly pay all costs that may be awarded by said circuit court of the United States if said court shall hold that said suit was wrongfully or improperly removed thereto, then this obligation to be void; otherwise in full force and effect.

June 26, '84.

(Signed) BROWN BROS & CO.,
By Their Att'y,
(Signed) pp. W. F. HALSEY.
" CHAS. F. HOFFMAN.
" CHAS. F. HOFFMAN.

Affidavit for Removal (Annexed to Petition).

C. F. Hoffman, being duly sworn, says that he is the agent of the petitioners, Brown Bros., and the members of said firm; that the allegations are true to the best of his knowledge and belief, and that he verily believes them to be true.

(Signed) CHAS. F. HOFFMAN.

Sworn to and subscribed before me, in my office, No. 162 Common street, New Orleans, Louisiana, this 25th day of June, 1884.

(Signed) JAS. FOLEY, *Not. Pub.*

27
Order for Removal.

Let the within bond be accepted and let this cause be removed to the United States circuit court for the fifth circuit and eastern district of Louisiana, returnable at the next term of said court, to be holden in the city of New Orleans, as prayed for and according to law, and let all further proceedings in this court be stayed.

New Orleans, June 27th, 1884.

(Signed) W. T. HOUSTON, *Judge.*

Petition of William Jackson, Master, for Removal of Cause. Filed June 26th, 1884.

Civil District Court, Parish of Orleans, Div. B.

ALLEN, WEST, BUSH
vs. No. 11577.
ALFRED F. JONES *et als.*

To the honorable the civil district court in and for the parish of Orleans:

The petition of William Jackson, master of the steamship
28 Counsellor, who is an alien and a citizen and subject of the
Kingdom of Great Britain, bailee of the owners of said steamship Counsellor, for whom he is cited as bailee in this suit, and who are all aliens and citizens and subjects of the Kingdom of Great Britain, respectfully represents—

That the matter- and thing- in dispute in above-entitled suit exceeds, exclusive of costs, the sum of and value of $500; that the controversy in said suit is between citizens of a State and foreign citizens and subjects, and that petitioner and the owners of said steamship all were at the time of the commencement of this suit and still are citizens and subjects of the Kingdom of Great Britain.

That petitioner offers herewith a bond, with good and solvent surety, for his entering in the circuit court of the United States in and for the fifth circuit and eastern district of Louisiana a copy of the record of this suit and for paying all costs which may be
awarded by said circuit court if said court should hold that
29 this suit was wrongfully or improperly removed thereto;
and he prays this honorable court to proceed no further herein, except to make the order of removal required by law and to accept the said surety and bond, and to cause the record herein to be removed into said circuit court of the United States *and in* for the fifth circuit and eastern district of Louisiana; and petitioner will ever pray.

(Signed) LEARY & KRUTTSCHNITT,
Attorneys for Petitioner.

Affidavit.

E. B. Kruttschnitt, being duly sworn, says he is a member of the firm of Leary & Kruttschnitt, attorneys for petitioner in the above cause; that he has read the foregoing petition and knows the contents thereof, and that the statements and allegations of fact therein contained are true, as he verily believes.

(Signed) E. B. KRUTTSCHNITT.

Sworn to and subscribed before me this 25th day of June, 1884.

—— ——.

30 *Bond of William Jackson for Removal of Cause. Filed June 26th*, 1884.

Civil District Court, Parish of Orleans, Division B.

ALLEN, WEST & BUSH
vs.
A. F. JONES *et al.*
} No. 11577.

Know all men by these presents that we, William Jackson, master of the steamship Counsellor and bailee of her owners, as principal, and Alfred Le Blanc, as surety, residing in the parish of Orleans, State of Louisiana, are held and firmly bound unto the commercial firm of Allen, West & Bush, plaintiffs in the above-entitled suit, and with A. F. Jones in the penal sum of $500; for the payment of which we bind ourselves, our executors and administrators, to said Allen, West & Bush, their heirs, executors, administrators, and assigns.

Signed, sealed, and delivered in the parish of Orleans, State of Louisiana, this 26th day of June, 1884.

Whereas the above-bounden William Jackson, in his
31 capacity as aforesaid, has presented on this day to division
B of the civil district court, parish of Orleans, State of Louisiana, his petition praying the removal of this cause, wherein the said Allen, West and Bush are plaintiffs and said William Jackson, in his capacity aforesaid, and others are defendants, and which is numbered 11577 of the docket of said civil district court, to the circuit court of the United States *and* in and for the fifth circuit in and for the eastern district of Louisiana:

Now, the condition of the above obligation is such that if said William Jackson shall, on the first day in next session of the circuit court of the United States in and for the fifth circuit and eastern district of Louisiana, enter in said circuit court a copy of the record in said suit aforesaid, and shall pay all costs that may be awarded by said circuit court if said court shall hold that said suit was wrongfully or improperly removed thereto, and shall then and there do all acts required *by* him by the laws of the United States
in regard to the removal of suits from State courts to the
32 Federal courts, and especially by the acts of Congress of
March 3d, 1875, then the foregoing obligation to be null; otherwise to remain in full force and effect.

(Signed) WILLIAM JACKSON, *Master*,
By E. B. KRUTTSCHNITT,
His Attorney.

STATE OF LOUISIANA, *Parish of Orleans:*

I, Alfred Le Blanc, do solemnly swear that I reside in the parish of Orleans, State of Louisiana; that I have property in my own right unincumbered and of sufficient value to satisfy the amount of above bond; that I am fully worth the sum of five hundred dollars over and above all my debts and liabilities, and that there exists no legal impediment to my signing said bond, and that I have signed no obligation which would effect the validity of said bond.

(Signed) ALFRED LE BLANC.

Sworn to and subscribed before me this 26th day of June, 1884.

33 (Signed) EDUARD IVY, *Not. Pub.*

Order.

Let the accompanying bond be accepted and let this cause be removed to the United States circuit court for the fifth circuit and eastern district of Louisiana, to be holden at the next term of said court, in the city of New Orleans, as herein prayed for and according to law; and let all further proceedings in this court be stayed.

New Orleans, June 27th, 1884.

(Signed) W. T. HOUSTON, *Judge.*

STATE OF LOUISIANA:

Civil District Court for the Parish of Orleans.

I, W. J. McGeehan, clerk of the civil district court for the parish of Orleans, do hereby certify that the foregoing twenty-six pages do contain a true, correct, and complete copy of the entire record and of all the documents filed in the cause wherein Allen, 34 West and Bush are plaintiffs and Alfred F. Jones and William Jackson, master of the steamship Counsellor, are defendants, and Brown Bros. & Co. are interveners, duly instituted in this court under the No. 11577 of the docket thereof.

In testimony whereof I have hereunto set my hand — affixed the seal of this court, at the city of New Orleans, on this sixteenth day of July, in the year of our Lord one thousand eight hundred and eighty-four, and in the one hundred and ninth year of the Independence of the United States of America.

[Seal of Court.]

(Signed) W. J. McGEEHAN,
Clerk Civil District Court for the Parish of Orleans.

35 *Answer of Allen, West & Bush to Intervener & 3rd Opp. of Brown Bros. & Co. Filed November 1st,* 1884.

United States Circuit Court.

ALLEN, WEST & BUSH
vs.
A. F. JONES *et als.*
} 10645.

And now come Allen, West & Bush and, for answer to the petition of intervention and third opposition of Brown Bros. & Co., filed herein, deny all and singular the allegation- therein so far as the same tend in anywise to show any ownership or interest in the cotton therein mentioned as against the rights, demands, liens, and privileges of these respondents.

And they aver that they have special lien and privilege under the law of Louisiana upon said cotton for the payment of the unpaid portion of the price thereof, as set forth in their petition in this cause, and that the said interveners and third opponents have not lawfully acquired, nor have they any rights whatever in or to
36 said cotton to the prejudice of these respondents.

Wherefore they pray that said petition of intervention and third opposition be dismissed, and that they have costs and all general relief.

(Signed) CHAS. S. RICE,
Of Counsel.

Judgment by Default.

Extract from Minutes of Feb'y 19th, 1885.

ALLEN, WEST & BUSH
vs.
ALFRED F. JONES *et als.*
No. 10645.

On motion of Charles S. Rice, attorney for plaintiffs, and on showing to the court that the defendant, Alfred F. Jones, has failed to answer, although duly cited, it is ordered that judgment by default be entered against the said defendant.

Waiver of Jury. Filed 5 *March*, 1885.

U. S. Circuit Court.

ALLEN, WEST & BUSH
vs.
A. F. JONES.
No. 10645.

37 Jury trial waived; case to be tried by the judge.
New Orleans, March 5, 1885.

(Signed) CHAS. S. RICE,
Att'y for Pl't'ff.
" BAYNE & DENEGRE,
For Brown Brothers & Co.
" FARRAR & KRUTTSCHNITT,
P'r T. L. B., *For Master, etc.*

Waiver of Jury. Filed March 5, 1885.

United States Circuit Court.

Allen, West & Bush
vs.
A. F. Jones; Brown Bros. & Co., Int'r's. } No. —.

In this case trial by jury is waived.
(Signed) A. F. JONES.

Bill of Lading. Offered by —.

Harrison Line—Lucas E. Moore & Co., 66 Baronne St., New Orleans, La.

Received, in good order and well conditioned, from A. F. Jones, for shipment upon the steamship called the Counsellor, 38 whereof is master for the present voyage Jackson, or whoever may go as master in the said steamship, now lying at the port of New Orleans and bound for Liverpool, — to say, two hundred and sixty-eight bales cotton, weighing 131,587 lbs., under deck, being marked and numbered as in the margin, and are to be delivered from the ship's deck, when the ship's responsibility then ceases, subject to the undermentioned conditions, in the like good order and well conditioned, at the port of Liverpool, the act of God, the Queen'-enemies, pirates, robbers, thieves, vermin, barratry of masters or mariners, restraint of princes, rulers, of people-, loss or danger resulting from insufficiency in strength of packages, from sweating, leakage, breakage, or from storage or contact with other goods, or from any of the following perils (whether arising from the negligence, default, or error of judgment of the master, mariners, or engineers, or others of the 39 crew, or otherwise however, excepted), namely, risk of craft, explosion or fire at sea in craft or on shore, boilers, steam, or machinery, or from the consequence of any damage or injury thereto, however such damage or injury may be caused; collision, stranding, or other perils of the sea, rivers, or navigation of whatever nature or kind soever and however such collision, stranding, or other peril may be caused, with liberty, in the event of steamer being full of cargo, or putting back to New Orleans or in any port, or otherwise being prevented from any cause from proceeding in the ordinary course of her voyage, to tranship the goods by any other steamer, and with liberty to sail with or without pilots, and to tow and assist vessels in all situations. The ship is at liberty to call at any port or ports to

A X	36	b. c.
P X	31	"
O X	24	"
L X	44	"
D D	34	"
J J	31	"
N N	25	"
G G	43	"
	268	b. cotton.
Freight on 131,587 lbs. at $\frac{9}{32}$ *d.* per lb.	£154 4 1	
Primage	7 14 2	
Total	£161 18 3	

receive fuel, to land and receive goods or passengers. All fines, expenses, losses by detention of or damage to vessel or cargo caused by incorrect or insufficient marking of the packages or describing the contents thereof shall be paid by the shipper or consignee of the goods, and the ship-owners have a lien upon the goods
40 until the payment of all such costs, charges, or damages.

The owners of these ships will not be accountable for gold, silver, bullion, specie, jewelry, precious stones or metals unless so specified in bill of lading and the value declared therein, or for any loss or damage goods may receive prior to actual shipment on board the steamer, from whatever cause arising. The master is at liberty to lighter the goods, if necessary, at the ship's expense, but shipper's risk. Freight payable in cash, free of interest and discount, on the invoice gross weight, and the owners of the vessel shall have a lien on the goods for unpaid freights and through freights (whether payable in advance at the port of shipment or not), lighterage, inland and coastwise carriage, shipping charges, and *for* payments made or liabilities incurred in respect of any charges stipulated herein to be borne by the owners of the goods, and also for all previously unsatisfied freights and charges due to them by the shippers or consignees; properly endorsed bill of lading to be given up against delivering order for the goods. In accepting this bill of
41 lading the shipper agrees to its stipulation unto shipper's
order or to his assigns, freight for the said goods being paid, without allowance of credit or discount, at the rate of nine thirty-seconds of a penny st'g per pound, as per margin, with five per cent. primage and average accustomed.

In witness whereof the master or agent of the said steamship hath affirmed to three bills of lading, all of this tenor and date; one of which bill- being accomplished, the others to stand void.

Dated at New Orleans this 6th day of June, 1884.

Weights, measure, contents, quality, countermark, brand, and value unknown and not answerable for leakage or breakage or incorrect delivery of goods arising from insufficiency of marks and numbers. Not accountable for condition of bagging or country damage, if any. The goods to be taken from alongside by the consignee when the steamer discharges immediately the vessel is ready to discharge, or otherwise they will be landed by the master
42 and deposited, at the expense of the consignee and at his risk
of fire, loss, or injury, in the warehouse provided for that purpose at Liverpool or sent to the public store, as the collector of the port at Liverpool shall direct, and when deposited in the warehouse to be subject to storage, the collector of the port being hereby authorized to grant a general order for discharge immediately after entry of the ship; porterage of the delivery of the cargo to be done by the consignee of the steamer at the expense and the risk of the receivers of the cargo.

(Signed) LUCAS E. MOORE & CO., *Agents.*

Endorsed on back of bill of lading: Pp. A. F. Jones, S. Waters.

Order to Bond.

STATE OF LOUISIANA :

Civil District Court for the Parish of Orleans.

WEDNESDAY, *11th Day of June*, 1884.

Present : The Honorable W. T. Houston, judge.

43 ALLEN, WEST AND BUSH
vs. No. 11577.
A. F. JONES.

On motion of Bayne & Denegre, att'ys for Brown Bros. & Co., interveners and third opponents—

It is ordered that said interveners be allowed to bond and take possession of the 268 bales of cotton herein sequestered upon their furnishing bond and security, conditioned as the law directs and provides, in the sum of twelve thousand six hundred and sixty-five $\frac{25}{100}$ dollars.

(Extracts from the minutes.)

(Signed) P. J. SULLIVAN,
Deputy Clerk.

Bond No. 11577. *Filed June* 12, '84.

Civil District Court.

Know all men that we, Brown Bros. & Co., as principals, —
44 Chas. M. Hoffman, as security, are held unto Thomas Duffy, civil sheriff of the parish of Orleans, in the State of Louisiana, in the penal sum of twelve thousand six hundred and sixty-five .25 dollars; for the payment whereof to the said civil sheriff, his executors, administrators, or assigns, we jointly and severally bind ourselves, our heirs, executors, and administrators, respectively, by these presents, as witness our respective names hereunto affixed, at New Orleans, this 11th day of June, in the year one thousand eight hundred and eighty-four.

Whereas in and by virtue of a writ of sequestration issued out of the honorable the civil district court for the parish of Orleans, at the suit of Allen, West and Bush *vs.* Alfred F. Jones *et als.* and numbered 11577 on the docket of the said court, and which suit is now pending therein, the following-described property, to wit :

Two hundred and sixty-eight bales of cotton, now on board and at the wharf of steamship Counsellor, now front Jackson square, and marked as follows :

45 36 b. c. marked A X, numbered from 1 to 36, inclusive;
43 " " G G, " " 1 " 43, "
44 b. c. marked L X, numbered from 1 to 44, inclusive;
34 " " D D, " " 1 " 34, "
25 " " N N, " " 1 " 25, "
31 " " J J. " " 1 " 31, "
24 " " O X, " " 1 " 24, "
31 " " F X, " " 1 " 31, "

has been seized, taken into the custody of the said sheriff, and detained according to law, but the same has been claimed by Brown Brothers & Company, intervener-, and has been released and delivered to Brown Bros. & Co. upon their appearance in the said suit and delivering to the said civil sheriff, Thomas Duffy, the present obligation, the condition of which is such that if the said intervener shall produce the property to meet the judgment of the court or satisfy such judgment as may be rendered, then this obligation to be void, or else to remain in full force, virtue, and effect.

(Signed) BROWN BROTHERS & CO.,
By Their Attorney,
" Pp. W. F. HALSEY.
" CHAS. M. HOFFMAN.
" CHAS. M. HOFFMAN.

Signed and delivered in presence of—
—— ——.

46 Endorsed on back of bond.

Transfer.

STATE OF LOUISIANA:

OFFICE CIVIL SHERIFF PARISH ORLEANS,
NEW ORLEANS, *June* 11, 1884.

I do hereby transfer, assign, and set over to plaintiffs and defendants herein all my right, title, and interest in and to the within bond.

(Signed) THOMAS DUFFY,
Civil Sheriff for the Parish of Orleans,
Per JOHN CHAUK,
D'y Sheriff.

Cause Submitted.

Extract from the Minutes, November Term, 1885.

NEW ORLEANS, WEDNESDAY, *March* 11*th*, 1885.

Court met pursuant to adjournment.
Present: Hon. Edward C. Billings, district judge.

ALLEN, WEST & BUSH
vs. No. 10645.
ALFRED F. JONES.

This cause, as continued from the 5th, came on further to be heard, and after argument by counsel for the respective parties the cause was submitted, when the court took time to advise.

Statement of Facts & Conclusions of Law. Filed May 15, 1885.

47 Circuit Court of the United States, Eastern District of Louisiana.

ALLEN, WEST AND BUSH
vs. No. 10645.
ALFRED F. JONES *et als.;* BROWN BROS. & CO., Interveners.

E. C. Billings, judge; Chas. S. Rice, for plaintiffs; Farrar & Kruttschnitt, for Jackson, master, &c., defendant; Bayne & Denegre, for interveners.

This cause having been tried without a jury, the same having been waived, the court finds the following as the facts of the case:

The plaintiffs sold to the defendant, Alfred F. Jones, on the 3rd day of June, 1884, 268 bales of cotton for the sum of $12,665.25, the terms of the sale being for cash. On the following day the cotton was delivered to the said defendant through the warehouseman, where the same was stored. On the 6th of June the said defendant paid upon this purchase the sum of $1,800, which he derived by or from advances made by interveners on bill of lading from a sale
48 or pledge of the bill of lading for the cotton, leaving unpaid
the balance of the price of the cotton, to wit, the sum of $10,865.25.

The cotton was an agricultural product of the State of Louisiana, and the sale was made to the said defendant by the plaintiffs in the city of New Orleans.

On the 6th day of June all of the cotton was either laden on board or delivered to and in the possession of the steamship "Counsellor," bound for Liverpool, and bills of lading in regular form were on that day issued for said cotton by the master of said steamship, and were on the same day transferred or pledged by the usual endorsement to the interveners, Brown Bros. & Co., who paid for or advanced on the same the sum of £2,680 sterling—in the currency of the United States $12,882.84— the full value of the cotton.

On June 7th the plaintiffs instituted this suit, claiming a vendors' lien for the unpaid balance of the price of the cotton, and on the same day sequestered the cotton and took it out of the possession of the master of the said steamship "Counsellor," who held the 49 same for shipment, having given the said bills of lading therefor.

As the conclusions of law drawn from these facts the court finds—

1. That the acts of 1868, No. 150, and of 1876, No. 72, of the Legislature of the State of Louisiana mean that the bills of lading and warehouse receipts for property, shipped or warehoused, shall fully represent the property, so that a transfer or pledge of those paper titles shall vest the property to the transferee or pledgee as fully as the delivery of the property itself.

II. That the acts of 1854 and 1855, now found in the Civil Code of Louisiana, art. 3227, since they give the right to the vendor to seize the thing sold, in whatsoever hands or place it may be found, and enforce his lien for the price which shall have preference over all other claims, operates as well against those who hold under purchase or pledge, through bills of lading, as well as by actual delivery.

III. That the plaintiffs' claim must prevail over that of the interveners.

50 IV. Therefore the plaintiffs must have judgment, enforcing that right upon the cotton to the extent of the unpaid price. To that extent the interveners' claim is dismissed beyond that allowed, and that plaintiffs have judgment against the defendants *in solido* for all costs prior to the intervention, and that all costs subsequent to the intervention be paid out of the cotton sequestered.

(Signed) EDWARD C. BILLINGS, *Judge.*

Order Directing No Entry of Judgment to be Made.

Extract from Minutes of May 16th, 1885, April Term, 1885.

NEW ORLEANS, SATURDAY, *May 16th,* 1885.

Court met pursuant to adjournment.

Present: Hon. Edward C. Billings, district judge.

ALLEN, WEST & BUSH
vs.
A. F. JONES; BROWN BROS. & CO., Interveners. } No. 10645.

Counsel for interveners and plaintiffs being in court and suggesting that A. F. Jones, the defendant, had died a few days prior to the decision made in this case, it is ordered that no judgment or decree be rendered herein, and that all proceedings in this case be 51 suspended until the defendant is represented and proper parties made and notice given thereof to plaintiffs and interveners.

Petition to Make Administratrix of A. F. Jones Succession Party. Filed Nov. 12th, 1885.

ALLEN, WEST & BUSH *vs.* ALFRED F. JONES *et als.* } No. 10645.

To the honorable the judges of the circuit court of the United States for the fifth circuit and eastern district of Louisiana:

The amended and supplemental petition of Allen, West and Bush and the individual members of said firm, plaintiffs, respectfully shows—

That since the submission of this cause one of the defendants, Alfred F. Jones, has departed this life; that the succession of said deceased has been opened in suit No. 14418 of the docket of the civil district court for the parish of Orleans, and Mrs. Jeanne Octavie Justamand, widow of said Alfred F. Jones, has been appointed and qualified as administratrix of said succession; that it is necessary 52 that said administratrix should be made party hereto as defendant.

Wherefore petitioners (premises considered, as well as the duly certified copy of letters of administration, hereto annexed as part of this petition) pray that said Mrs. Jeanne Octavie Justamand, widow of said Alfred F. Jones and administratrix of his succession, be made party defendant herein and be served with a copy of this petition and of the order of court in the premises. Petitioners pray for all general relief.

(Signed) CHAS. S. RICE,
Of Counsel.

Order.

Let this supplemental and amended petition be filed, and, as therein prayed for, let Mrs. Jeanne Octavie Justamand, widow of Alfred F. Jones and administratrix of his succession, be made party defendant in this cause and be served with a copy of the foregoing petition and of this order.

New Orleans, La., November 7th, 1885.

(Signed) DON A. PARDEE, *Judge.*

53 *Marshal's Return.*

Received Nov. 9th, 1885, by the U. S. marshal, and on the 9th day of Nov., 1885. I served a true copy of the within petition and order on Mrs. A. F. Jones, defendant herein, by handing the same to Charles Jones, her son, over the age of fourteen years *of age*, at her domicil, cor. of Prytania and Seventh —, Mrs. Jones being sick in bed at the time of service.

(Signed) R. B. PLEASANTS,
U. S. Marshal, E. D. La.,
By J. WARD COLEMAN,
Dep'ty U. S. Marshal.

Copy of Letter of Adm'n. Filed Nov. 7th, 1885.

STATE OF LOUISIANA:

Civil District Court for the Parish of Orleans, Division C.

Succession of ALFRED F. JONES. No. 14418.

This shall certify to all whom it may concern that on the twentieth day of May, in the year of our Lord one thousand eight 54 hundred and eighty-five and the one hundred and ninth of the Independence of the United States of America, an application was made to the Honorable F. A. Monroe, judge of the civil district court for the parish of Orleans, division C, by Mrs. Jeanne Octavie Justamand, widow of Alfred F. Jones, praying that she might be appointed administratrix of the succession of Alfred F. Jones, deceased.

Now, know ye that Mrs. Jeanne Octavie Justamand, widow of Alfred F. Jones, has been, and she is hereby, appointed administratrix of the said Alfred F. Jones' succession, and that she has fulfilled all the requisites of the law.

Witness our hand- and the seal of the said civil district court this 3rd day of August, in the year of our Lord one thousand eight hundred and eighty-five and in the 110th of the Independence of the United States.

[SEAL.] (Signed) F. A. MONROE, *Judge.*
" JULES VIENNE, *D'y Clerk.*

A true copy.
(Sign-d) JULES VIENNE, *D'y Clerk.*

55 *Rule for a New Trial. Entered & Filed May 10th,* 1886.

United States Circuit Court.

ALLEN, WEST AND BUSH
vs.
A. F. JONES *et als.;* BROWN BROTHERS & Co., Interveners.
No. 10645.

On motion of Bayne & Denegre, attorneys for Brown Bros. & Co., it is ordered that the plaintiffs, Allen, West and Bush, and defendants, Mrs. Jones, administratrix of the estate of Alfred F. Jones, show cause, on Saturday, the 15th of May, why a new trial should not be granted herein on the ground that the facts as found by the court show that the defendants paid upon the purchase of the cotton $1,800, which he derived by and from the advances made by interveners on a bill of lading for the cotton, and the evidence showed that the plaintiffs received said money derived from these advances made by interveners knowing that this was in accordance with the usual

course of business in New Orleans, viz., for the purchaser of
56 cotton, after he received delivery thereof from the plaintiffs,
and placed the same on shipboard and received bills of lading therefor, to negotiate his bills for the bill of lading for the purpose of paying for the cotton, and that the plaintiffs in this case, having made such delivery of the cotton to the defendant to enable him to ship said cotton and to receive bills of lading therefor, and knew that he was negotiating his bills predicated upon the bills of lading, *and is* therefore estopped from setting up title against the interveners, who were bankers, making an advance upon the bills of lading under the circumstances above stated; that this course of business was testified to by Mr. Allen, one of the plaintiffs, and should have been found as a fact in the case.

2nd. That the defendants, having received complete and perfect delivery of the cotton from the plaintiffs, and having procured bills of lading for the same after it was laden on shipboard, negotiated said bills of lading with interveners, who were bankers, and
57 who received said bills of lading as clear negotiable instru-
ments, having advanced upon the bills of said defendant accompanying said bills full value of said cotton, and were and are entitled to hold the same as negotiable instruments, free from any lien or incumbrance; that in the Federal court the right to hold and avail of such negotiable instrument is a commercial question and determinable by the commercial law, and under that law interveners were entitled to the proceeds of said cotton; that in the statement of facts found by the court there is some inconsistency, in this, that while interveners are treated and recognized in one part of the statement as having made advances upon the bills of lading, in another paragraph it is implied that Messrs. Brown Bros. & Co. were purchasers of said bill of lading, and thereby became purchasers of said cotton; that the court recognized the fact that under the acts of the Legislature of 1868 and of 1872 bills of lading represent fully the property described in them, and that all rights to
58 the same pass by the transfer of the bill of lading, and that
under and by said acts said bills of lading are declared negotiable instruments, and, being so declared, are subject to the rules and regulations pertaining to negotiable instruments, and that the rights of the interveners to hold the cotton described thereon should have been recognized by the court.

Marshal's Return. Filed May 13, 1886.

Received May 11th, 1886, by the U. S. marshal, and on the 11th of May, 1886, I served true copies of the within motion on the within-named parties as follows: On the commercial firm of Allen, West and Bush, by handing the same to Mr. Allen in person; Mrs. Jones, by handing the same to her in person.

(Signed) R. B. PLEASANTS,
U. S. Marshal.
JNO. BAKER,
Dep'ty U. S. Marshal.

Motion for New Trial. Entered & Filed May 29th, 1886.

59 U. S. Circuit Court, East. Dist. La.

Allen, West & Bush
vs. No. 10645.
A. F. Jones *et als.*

On motion of William Jackson, master of the steamship "Counsellor," bailee of her owners, it is ordered that plaintiffs show cause, on Saturday, the 29th day of ——, 1886, at 11 o'clock a. m., why a new trial should not be granted herein on the grounds following:

(1.) That the judgment herein is contrary to the law and evidence.

(2.) That said judgment is especially erroneous in so far as it condemns this mover to pay any costs herein.

Rule for New Trial Submitted.

Extract from Minutes, April Term, 1885.

New Orleans, *Saturday, 29th May*, 1886.

Court met pursuant to adjournment.

Present: Hon. Edward C. Billings, district judge.

Allen, West & Bush
vs. No. 10645.
A. F. Jones *et als.*

This cause came on to be heard on the motion of interveners and defendant, William Jackson, for a new trial herein, Bayne and Denegre and Farrar and Kruttschnitt appearing for movers, 60 Chas. S. Rice for respondent, and was argued by counsel for the respective parties and submitted, and the court took time to advise.

Rule for New Trial Refused.

Extract from Minutes, April Term, 1885.

New Orleans, *Saturday, June 3d*, 1886.

Court met pursuant to adjournment.

Present: Hon. Edward C. Billings, district judge.

Allen, West & Bush
vs. No. 10645.
A. F. Jones; Brown Brothers & Co., Interveners.

This cause came on to be heard on the motion for a new trial herein filed by the interveners, and was argued by the counsel for the parties respectively; whereupon, and upon consideration thereof, it is ordered that said application for a new trial be refused and that the judgment herein remain undisturbed.

61 *Judgment.*

Circuit Court of the United States, Fifth Circuit and Eastern District of Louisiana. April Term, 1886.

ALLEN, WEST & BUSH
vs.
ALFRED F. JONES *et als.*
No. 10645.

NEW ORLEANS, THURSDAY, *May 6th*, 1886.

Court met pursuant to adjournment.

Present: Hon. Eduard C. Billings, district judge.

The parties in this cause having filed a stipulation waiving the intervention of a jury and submitted the cause to the court upon the issues of fact as well — of law, *and* the court, having considered the evidence and being advised in the premises, finds the issues of fact raised by the pleadings in favor of the plaintiffs. It is therefore ordered, adjudged, and decreed that there be judgment in favor of the plaintiffs, the commercial firm of Allen, West and Bush, composed of James H. Allen, Thomas H. West, John C. Bush, and against the defendants, the succession of Alfred F. Jones, in
62 the sum of ten thousand eight hundred and sixty-five $\frac{25}{100}$
dollars ($10,865.25), with legal interest thereon from the 7th day of June, 1884, until paid, with recognition of lien and privilege in favor of said plaintiffs as vendors upon the two hundred and sixty-eight bales of cotton herein sequestered for the payment of the same.

It is further ordered, adjudged, and decreed that the petition of intervention and third opposition of the commercial firm of Brown Brothers & Co., composed of James M. Brown, Charles D. Dickey, Howard Dotler, John Crosby Brown, John Edgar Johnson, Stewart Henry Brown, Francis A. Hamilton, Alexander H. Brown, Mark W. Collett, and Frederic Chalmers, be to the extent of the judgment, with lien and privilege, hereinabove rendered in favor of the said plaintiffs as vendors of said cotton sequestered herein, and the same is dismissed, but that to any residue of said cotton or its proceeds, after satisfaction of the aforesaid judgment there-
63 upon, the said interveners and third opponents be declared
to be entitled and accordingly have judgment therefor.

It is further ordered, adjudged, and decreed that said plaintiffs have judgment against the defendants, the succession of Alfred F. Jones, and William Jackson, master of the steamship "Counsellor," and as bailee of the owner of said steamship, *in solido*, for all costs incurred in this suit prior to *to* the filing of said petition of intervention and third opposition, and that all costs incurred subsequent to the filing of said petition be paid out of the cotton sequestered or its proceeds.

Judgment rendered May 6th, 1886.

Judgment signed June 4th, 1886.

(Signed) EDUARD C. BILLINGS, *Judge.*

Motion for Writ of Error. Filed June 4th, 1886.

U. S. Circuit Court.

ALLEN, WEST & BUSH
vs.
A. F. JONES; BROWN BROS., Interveners. } No. 10645.

On motion of Bayne & Denegre, attorneys for Brown Bros.
64 & Co., interveners in the case of Allen, West & Bush, *vs.* A.
F. Jones, and on suggesting that they are aggrieved by the judgment herein rendered, they move the court to grant them a writ of error with supersedeas, returnable to the Supreme Court of the United States, next term, the second Monday of October, upon giving bond and security in the sum of $14,000.

Service accepted; citation upon writ of error waived.

June 4th, 1886.

(Signed) CHAS. S. RICE,
Att'y for Allen, West & Bush.

Bond for Writ of Error. Filed June 11th, 1886.

United States Circuit Court, Eastern District of Louisiana.

ALLEN, WEST & BUSH
vs.
A. F. JONES *et als.*; BROWN BROS. & CO., Interveners. } No. 10645.

Know all men by these presents that we, Brown Brothers & Co.,
as principal, W. F. Halsey and C. F. Hoffman, as sureties, are
65 held and firmly bound unto Allen, West and Bush, A. F.
Jones, Annetto O. I. Jones, administrat*or* of A. F. Jones' estate; William Jackson, master, &c., in the full and just sum of fourteen thousand dollars, to be paid to the said Allen, West & Bush, Annette O. I. Jones, adm'*r* of A. F. Jones; William Jackson, master, &c.,—certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, jointly and severally, by these presents.

Sealed with our seals and dated this tenth day of June, in the year of our Lord one thousand eight hundred and eighty-six.

Whereas lately, at a circuit — of the United States, fifth judicial circuit, holding sessions in and for the eastern district of Louisiana, No. 10645, in a suit depending in said circuit court, wherein Allen, West and Bush are plaintiffs and A. F. Jones & Annette O. P. Jones, adm'r'x, and William Jackson, master, &c., are defendants, and Brown Brothers & Co. interveners, judgment was rendered against
them and William Jackson, master, &c., and Mrs. Annette O.
66 J. Jones, administratrix of A. F. Jones, *et als.*, defendant-; and
the said Brown Brothers & Co. having obtained a writ of error and filed a copy thereof in the clerk's office of the said circuit court to reverse the judgment in the aforesaid suit, and a citation,

directed to the said Allen, West and Bush, Annette O. J. Jones, administratrix of A. F. Jones' estate, & William Jackson, master, etc., citing and admonishing them to be and appear at the Supreme Court of the United States to be holden at Washington the second Monday of October next:

Now, the condition of the above obligation is such that if the said Brown Brothers & Co. shall prosecute this writ to effect and answer all damages and cost if they fail to make plea good, then the above obligation to be void; else to remain in full force and virtue.

(Signed) Pp. BROWN BROTHERS & CO. [L. S.]
W. F. HALSEY.
(Signed) W. F. HALSEY. [L. S.]
" C. F. HOFFMAN, [L. S.]
Per W. F. HALSEY.

Sealed and delivered in the presence of—
—— ——.

Bond approved June 11th, 1886.
(S'g'd) EDUARD C. BILLINGS, *Judge.*

67 *Motion for Writ of Error. Entered and Filed June* 12*th*, 1886.

U. S. Circuit Court, Eastern Dist. of La.

ALLEN, WEST & BUSH
vs.
A. F. JONES & *als.;* BROWN BROTHERS, Interveners. } No. 10645.

On motion of Farrar & Kruttschnitt, attorney- for William Jackson, master of the steamship Counsellor and, as such, bailee for her owners, one of defendants in the above cause, and on suggesting to the court that said defendant is informed and believes that there is error, to his prejudice, in the final judgment heretofore rendered in this cause against him, and that he desires to take a writ of error from said judgment, to operate as a supersedeas and to be returnable according to law, it is ordered by the court that a writ of error, to operate as a supersedeas, be granted to said defendant, returnable to the Supreme Court of the United States on the second Monday of October, 1886, upon said defendant giving bond and security in the sum of five hundred dollars, conditioned as the law directs.

68 Service accepted. Citation in error waived.
New Orleans, June 12th, 1886.
(Signed) ALLEN, WEST & BUSH,
By CHAS. S. RICE, *Of Counsel.*

Bond for Writ of Error. Filed June 14, 1886.

United States Circuit Court, Eastern District of Louisiana.

ALLEN, WEST & BUSH
vs. No. 10645.
A. F. JONES *et als.*

Know all men by these presents that we, William Jackson, master of the steamship Counsellor and bailee of her owners, as principal, and Alfred Le Blanc, as surety, are held and firmly bound unto the commercial firm of Allen, West & Bush, the commercial firm of Brown Brothers & Co., and Mrs. Annette Jones, administratrix of A. F. Jones, in the full sum of eight hundred dollars, to be paid to the said Allen, West & Bush, Brown Brothers & Company, and Annette Jones, administratrix of A. F. Jones, their certain attorneys,
executors, administrators, or assigns; to which payment, well
69 and truly to be made, we bind ourselves, our heirs, executors,
and administrators, jointly and severally, by these presents.

Sealed with our seals and dated this 14th day of June, in the year of our Lord one thousand eight hundred and eighty-six.

Whereas lately at a circuit court of the United States, fifth judicial circuit, holding sessions in and for the eastern district of Louisiana, in a suit depending in said circuit court, wherein said commercial firm of Allen, West and Bush is plaintiff and said Jackson and said Mrs. Jones, administratrix, are defendants and said Brown Brothers & Co. are interveners, a judgment was rendered against said Jackson, defendant, and the said William Jackson, master of the steamship Counsellor and bailee of her owners, having obtained a writ of error and filed a copy thereof in the clerk's office of the said circuit court to reverse the judgment in the aforesaid suit and a citation directed to the said commercial firm of Allen, West and
Bush, the commercial firm of Brown Brothers & Co., and Mrs.
70 Annette Jones, administratrix of A. F. Jones, citing & ad-
monishing them and each of them to be and appear at the
Supreme Court of the United States to be holden at Washington the second Monday of October next:

Now, the condition of the above obligation is such that if the said William Jackson, master of the steamship Counsellor and bailee of her owners, shall prosecute said writ to effect and answer all damages and cost if he fails to make his plea good, then the above obligation to be void; else to remain in full force and virtue.

Sealed and delivered in the presence of—

(Signed) WILLIAM JACKSON,
Master of the Steamship Counsellor & Bailee of Her Owners,
By E. B. KRUTTSCHNITT,
His Att'y-at-Law.
(Signed) ALFRED LE BLANC.

Bond approved June 14, 1886.
(Sig'd) EDWARD C. BILLINGS, *Judge.*

UNITED STATES OF AMERICA,
Eastern District of Louisiana, } *ss:*

Personally appeared Alfred Le Blanc, who, being duly sworn, deposes and says that he is the surety on the within bond; that
71 he resides in the city of New Orleans, State of Louisiana, and is worth the full sum of eight hundred dollars over and above all his debts and liabilities and property exempt from execution.

(Signed) ALFRED LE BLANC.

Subscribed and sworn before me this 14th day of June, 1886.

[SEAL.] (Signed) J. G. EUSTIS,
Not. Pub.

72 UNITED STATES OF AMERICA:

Circuit Court of the United States, Fifth Circuit and Eastern District of Louisiana.

CLERK'S OFFICE.

I, Edward R. Hunt, clerk of the circuit court of the United States for the fifth circuit and eastern district of Louisiana, do hereby certify that the foregoing 71 pages contain and form a full, complete, true, and perfect transcript of the record and proceedings had, together with all the evidence adduced, on the trial of the case of Allen, West & Bush *vs.* A. F. Jones *et als.*, Brown Bros. & Co., interveners, No. 10645 of the docket of the said court.

Witness my hand and the seal of said court, at the city of New Orleans, this 17 day of July, A. D. 1886.

{ Seal U. S. Circuit Court for the 5th Circuit & Eastern District of La. }

E. R. HUNT, *Clerk.*

I, Edward C. Billings, United States judge for the eastern district of Louisiana, do certify that Edward R. Hunt, whose name is signed to the above certificate as clerk of the circuit court of the United States for the fifth circuit and eastern district of Louisiana, was, at the time of signing said certificate and is now, the clerk of said court; that said certificate is in due form of law, and that full faith and credit are due to his official attestations as such clerk.

Given under my hand, at the city of New Orleans, in said district, this 17 day of July, A. D. 1886.

EDWARD C. BILLINGS, *Judge.*

73 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judges of the circuit court of the United States in and for the fifth circuit and holding sessions for the eastern district of Louisiana, Greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court, before you or some of you, between Allen, West & Bush, plaintiffs, and A. F. Jones and Annette O. J. Jones, administratrix of A. F. Jones' estate; William Jackson, master, &c., defendants, and Brown Brothers & Co., interveners, No. 10645 of the docket of said court, a manifest error hath happened, to the great damage of the said Brown Brothers & Co., interveners, as by their complaint appears, we, being willing that error, if any hath been, should be duly corrected and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the second Monday of October next, in the said Supreme Court to be then and there held, that, the records and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error what of right and according to the laws and customs of the United States should be done.

Witness the Honorable Morrison R. Waite, Chief Justice of the said Supreme Court of the United States, this 11 day of June, in the year of our Lord one thousand eight hundred and eighty-six.

{ Seal U. S. Circuit Court for the 5th Circuit }
{ & Eastern District of La. }

E. R. HUNT,
Clerk of the United States Circuit Court
for the Eastern District of Louisiana.

74 [Endorsed:] United States circuit court. No. 10645. Brown Brothers & Co., interveners, plaintiffs in error, *versus* Allen, West & Bush, A. F. Jones, Annette O. J. Jones, administratrix; William Jackson, defendants in error. Writ of error. Filed June 11, 1886. E. R. Hunt, clerk.

75 THE UNITED STATES OF AMERICA:

Circuit Court of the United States, Eastern District of Louisiana.

The President of the United States to A. F. Jones, Greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the fifth circuit and eastern district of Louisiana, wherein Brown Bros. & Co., interveners, are plaintiffs in error, and you and each of you are defendants in error, to show cause, if any there be, why the judgment rendered against the said Brown Bros. & Co., interveners, as in said writ mentioned, should not be corrected and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable Morrison R. Waite, Chief Justice of the

Supreme Court of the United States, this 11 day of June, in the year of our Lord one thousand eight hundred and eighty-six.

EDWARD C. BILLINGS, *Judge.*

76 [Endorsed:] United States circuit court, eastern district of Louisiana. No. 10645. Brown Bros. & Co., interveners, plaintiffs in error, *vs.* Allen, West & Bush *et als.*, defendants in error. Citation. Filed June 15, 1886. E. R. Hunt, clerk. Original.

Marshal's Return.

Received Jun- 12, 1886, by the U. S. marshal, and on the 14 day of June, 1886, I served a true duplicate of the within citation in error on A. F. Jones, deceased, by handing the same to Mrs. Annette O. J. Jones, his widow and administratrix, in person, in the city of New Orleans.

R. B. PLEASANTS,
U. S. Marshal.
JNO. BAKER,
Dep'ty U. S. Mar.

I, John Baker, being duly sworn, do depose and say that I am a lawful deputy of R. B. Pleasants, U. S. marshal of the eastern district of Louisiana, and that the above service as made and represented by me is true and correct.

JOHN BAKER.

Subscribed and sworn before me June 14, 1886.

E. R. HUNT,
Commissioner United States Circuit Court,
Eastern District of Louisiana.

77 THE UNITED STATES OF AMERICA:

Circuit Court of the United States, Eastern District of Louisiana.

The President of the United States to William Jackson, master, &c., Greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the fifth circuit and eastern district of Louisiana, wherein Brown Bros. & Co., interveners, are plaintiffs in error and you and each of you are defendants in error, to show cause, if any there be, why the judgment rendered against the said Brown Bros. & Co., interveners, as in said writ mentioned, should not be corrected and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, this 11 day of June, in the year of our Lord one thousand eight hundred and eighty-six.

EDWARD C. BILLINGS, *Judge.*

78 [Endorsed :] United States circuit court, eastern district of Louisiana. No. 10645. Brown Bros. & Co., interveners, plaintiffs in error, *vs.* Allen, West & Bush *et als*, defendants in error. Citation. Filed June 15, 1886. E. R. Hunt, clerk. Original.

Marshal's Return.

Received Jun- 12, 1886, by U. S. marshal, and on the 14th June, 1886, I served a true duplicate of the within citation in error on William Jackson, master, &c., defendant herein, by handing same to Mr. E. B. Kruttschnitt in person, in the city of New Orleans, he being a member of the firm of Farrar & Kruttschnitt, attorneys, *and* said Kruttschnitt being attorney for said William Jackson, master.

R. B. PLEASANTS, *U. S. M'l*,
By JOHN BAKER,
Dep'ty U. S. Marsh'l.

I, John Baker, being duly sworn, do depose & say that I am a lawful deputy of R. B. Pleasants, U. S. marshal for the eastern district of Louisiana, and that the above service as made & reported by me is true and correct.

JOHN BAKER.

Subscribed and sworn before me June 14, 1886.

E. R. HUNT,
Commissioner United States Circuit Court,
Eastern District Louisiana.

79 THE UNITED STATES OF AMERICA :

Circuit Court of the United States, Eastern District of Louisiana.

The President of the United States to Annette O. J. Jones, administratrix of A. F. Jones' estate, Greeting :

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the fifth circuit and eastern district of Louisiana, wherein Brown Bros. & Co., interveners, are plaintiffs in error and you and each of you are defendants in error, to show cause, if any there be, why the judgment rendered against the said Brown Bros. & Co., interveners, as in said writ mentioned, should not be corrected and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, this 11 day of June, in the year of our Lord one thousand eight hundred and eighty-six.

EDWARD C. BILLINGS, *Judge.*

80 [Endorsed :] United States circuit court, eastern district of Louisiana. No. 10645. Brown Bros. & Co., interveners,

plaintiffs in error, *vs.* Allen, West & Bush *et als.*, defendants in error. Citation. Filed June 15, 1886. E. R. Hunt, clerk. Original.

Marshal's Return.

Received Jun- 12, 1886, by the U. S. marshal, and on the 14 day of June, 1886, I served a true duplicate of the within citation in error on Annette O. J. Jones, administratrix of A. F. Jones & estate, by handing the same to her in person in the city of New Orleans.

R. B. PLEASANTS,
U. S. Marshal.
JOHN BAKER,
Dep'ty U. S. Mar.

I, John Baker, being duly sworn, do depose & say that I am a lawful dep'ty of R. B. Pleasants, U. S. marshal for the e-stern district of Louisiana, and that the above service as made and represented by me is true and correct.

JOHN BAKER.

Subscribed and sworn before me June 14, 1886.

E. R. HUNT,
Commissioner United States Circuit Court,
Eastern District of Louisiana.

81 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judges of the circuit court of the United States in and for the fifth circuit and holding sessions for the eastern district of Louisiana, Greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court, before you or some of you, between the commercial firm of Allen, West & Bush and James H. Allen, Thomas H. West, and John C. Bush, the individual members of said firm, as plaintiffs; William Jackson, master of the steamship Counsellor and, as such, bailee of her owners, and Mrs. Annette Jones, administratrix of A. F. Jones, as defendants; and the commercial firm of Brown Brothers & Co. and James M. Brown, Charles D. Dickey, Howard Dotler, John Crosby Brown, John Edgar Johnson, Frederick Chalmers, Mark W. Collest, Francis A. Hamilton, Alexander H. Brown, and Stuart M. Brown, the individual members of said firm, as interveners, manifest error hath happened, to the great damage of the said William Jackson, master of the steamship Counsellor and, as such, bailee of her owners, as by his complaint appears, we, being willing that error, if any hath been, should be duly corrected and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the second Monday of October next, in the said Supreme Court to be then and there held, that, the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error what of right and according to the laws and customs of the United States should be done.

Witness the Honorable Morrison R. Waite, Chief Justice of the said Supreme Court of the United States, this 14 day of June, in the year of our Lord one thousand eight hundred and eighty-six.

{Seal U. S. Circuit Court for the 5th Circuit
and Eastern District of La.}

E. R. HUNT,
Clerk of the United States Circuit Court
for the Eastern District of Louisiana.

82 [Endorsed:] United States circuit court. No. 10645. William Jackson, master of the steamship Counsellor & bailee of her owners, plaintiffs in error, *versus* Allen, West & Bush *et als.*, defendants in error. Writ of error. Filed June 14, 1886. E. R. Hunt, clerk.

83 THE UNITED STATES OF AMERICA:

Circuit Court of the United States, Eastern District of Louisiana.

The President of the United States to Mrs. Annette Jones, administratrix of A. F. Jones, Greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the fifth circuit and eastern district of Louisiana, wherein William Jackson, master of the steamship Counsellor and, as such, bailee of her owners, is plaintiff in error and the commercial firm of Allen, West & Bush and James H. Allen, Thomas H. West, and John C. Bush, the individual members of said firm; Mrs. Annette Jones, administratrix of A. F. Jones, defendant, and the commercial firm of Brown Brothers & Co., James M. Brown, Charles D. Dickey, Howard Doller, John Crosby Brown, John Edgar Johnson, Frederick Chalmers, Mark W. Collet, Francis A. Hamilton, Alexander H. Brown, Stuart M. Brown, the individual members of said firm, interveners, are defendants in error, to show cause, if any there be, why the judgment rendered against the said William Jackson, master of the steamship Counsellor and, as such, bailee of her owners, as in said writ mentioned, should not be corrected and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, this 14 day of June, in the year of our Lord one thousand eight hundred and eighty-six.

EDWARD C. BILLINGS, *Judge.*

84 [Endorsed:] Return. United States circuit court, eastern district of Louisiana. No. 10645. William Jackson, master of the steamship Counsellor and bailee of her owners, plain-

tiff in error, *vs.* Allen, West & Bush *et als.*, defendants in error. Citation. Filed June 16, 1886. E. R. Hunt, clerk.

Marshal's Return.

Received Jun- 15, 1886, by the U. S. marshal, and on the 16th June, 1886, I served a true duplicate of the within citation in error on Mrs. Annette Jones, administratrix of A. F. Jones, deceased, by handing same to her in person at her domicile in the city of New Orleans, La.

R. B. PLEASANTS,
U. S. M'l, E. D. of La.,
By JOHN BAKER,
Deputy U. S. M'l.

I, John Baker, being duly sworn, do depose and say that I am a lawful deputy United States marshal for the eastern district of Louisiana, and that the service as above reported was made by me and is correct & true.

JOHN BAKER.

Subscribed and sworn before me this 16th day of June, 1886.

{ Seal U. S. Circuit Court for the 5th Circuit & Eastern District of La. }

E. R. HUNT, *Clerk.*

Endorsed on cover: E. Louisiana C. C. U. S. No. 305. William Jackson, master of the steamship "Counsellor," plaintiff in error, *vs.* Allen, West & Bush, Brown Brothers & Co., *et al.* Filed July 31, 1886. No. 306. Brown Brothers & Company, plaintiffs in error, *vs.* Allen, West & Bush *et al.* Filed July 31, 1886.

IN THE

Supreme Court of the United States.

Nos. 44 and 45.

BROWN BROTHERS & CO., PLAINTIFFS IN ERROR,

vs.

ALLEN, WEST & BUSH ET AL.

WILLIAM JACKSON, MASTER OF THE STEAMSHIP COUNSELLOR, PLAINTIFF IN ERROR,

vs.

ALLEN, WEST & BUSH, BROWN BROTHERS & CO.,
ET AL.

APPENDIX.

No. 150.] AN ACT

To prevent the issue of false receipts or bills of lading and to punish fraudulent transfers of property by cotton presses, wharfingers and others.

SECTION 1. *Be it enacted by the Senate and House of Representatives of the State of Louisiana in General Assembly convened,* That no cotton press, wharfinger, or other person shall issue any receipt or other voucher for any goods, wares, merchandise, grain, flour, or other produce and commodity to any person or persons purporting to be the holder, owner or owners thereof, unless such goods, wares, merchandise, grain or other produce or commodity shall have been actually received into store or upon the premises of such cotton press, wharfinger or other person, and shall be in the store or on the premises aforesaid, or under his control at the time of issuing such receipt.

SEC. 2. *Be it further enacted, etc.,* That no cotton press, wharfinger or other person shall issue any receipt or other voucher upon any goods, wares, merchandise, grain, flour or other produce or commodity to any person or persons for money loaned or other indebtedness, unless such goods, wares, merchandise, grain, flour or other produce or commodity shall be at the time of issuing such receipt in the custody of such cotton press, wharfinger or other person, and shall be in store, or upon the premises and under his control, at the time of issuing such receipt or other voucher as aforesaid.

SEC. 3. *Be it further enacted, etc.,* That no cotton press, wharfinger, or other person, shall issue any second or duplicate receipt for any goods, wares, merchandise, grain, flour, or other produce or commodity, while any former receipt for any such goods, wares, merchandise, grain, flour, or other produce or commodity as aforesaid, or any part thereof, shall be outstanding and uncanceled without writing across the face of the same "Duplicate."

SEC. 4. *Be it further enacted, etc.,* That no cotton press, wharfinger or other person shall sell or incumber, ship, transfer or in any manner remove or permit to be shipped, transferred or removed beyond his control any goods, wares, merchandise, grain, flour, or other produce or commodity, for which a receipt shall have been given by him as aforesaid, whether received for storing, shipping, grinding, manufacturing or other purpose, without the written assent of the person or persons holding such receipt.

Sec. 5. *Be it further enacted, etc.,* That no master, owner or agent of any boat or vessel of any description, forwarder, or officer or agent of any railroad, transfer or transportation company, or other person shall sign or give any bill of lading, receipt or other voucher or document for any merchandise or property by which it shall appear that such merchandise or property has been shipped on board of any boat, vessel, railroad car or other vehicle, unless the same shall have been actually shipped and put on board, and shall be at the time actually on board, or delivered to such boat, vessel, car, or other vehicle, to be carried or conveyed as expressed in said bill of lading, receipt or other voucher or document.

Sec. 6. *Be it further enacted, etc.,* That cotton press receipts given for any goods, wares, merchandise, grain, flour or other produce or commodity stored or deposited with any cotton press, wharfinger or other person, or any bill of lading given by any forwarder, boat, vessel, railroad, transportation or transfer company may be transferred by indorsement therein, and any person to whom the same may be transferred shall be deemed and taken to be the owner of the goods, wares, merchandise, grain, flour or other produce or commodity therein specified, so far as to give validity to any pledge, lien or transfer made or created by such person or persons, but no property shall be delivered except on surrender and cancellation of said original receipt or bill of lading of the indorsement of such delivery thereon; in case of partial delivery all cotton press receipts or bills of lading, however, which shall have the words "not negotiable" plainly written or stamped on the face thereof, shall be exempt from the provisions of this section.

Sec. 7. *Be it further enacted, etc.,* That any cotton press, wharfinger, forwarder or other person who shall violate any of the provisions of this act shall be deemed guilty of a criminal offense, and upon indictment and conviction, shall be fined in any sum not exceeding five thousand dollars, or imprisoned in the penitentiary of this State not exceeding five years, or both. And all and every person or persons aggrieved by the violation of any of the provisions of this act may have and maintain an action at law against the person or persons, corporation or corporations, violating any of the provisions of this act to recover all damages, immediate or consequential, which he or they may have sustained by reason of any such violation as aforesaid, before any court of competent jurisdiction, whether such person or persons shall have been convicted of fraud as aforesaid under this act or not.

Sec. 8. *Be it further enacted, etc.,* That all the provisions of this act shall apply and be applicable to bills of lading and to all persons or corporations, their agents or servants that shall or may issue bills of lading of any kind or description the same as if the words "forwarded and bills of lading" were mentioned in every section of this act.

Sec. 9. *Be it further enacted, etc.,* That all receipts, bills of lading, vouchers or other documents issued by any cotton press, wharfinger, forwarder or other person, boat, vessel, railroad, transportation or transfer company, as by this act provided, shall be negotiable by indorsement in blank or by special indorsement, in the same manner and to the same extent as bills of exchange and promissory notes now are.

Sec. 10. *Be it further enacted, etc.,* That no printed or written conditions or clauses inserted in or attached to any cotton press receipt on or bill of lading, which in any way limits the liability imposed by this act shall have any effect or force whatsoever.

Sec. 11. *Be it further enacted, etc.,* That so much of the preceding sections of this act as forbids the delivery of property except on surrender and cancellation of the original receipt or bill of lading or the indorsement of such delivery thereon in case of partial delivery, shall not apply to property, replevied or removed by operation of law.

SEC. 12. *Be it further enacted, etc.,* That if any commission merchant, agent or other person, storing or shipping any goods, wares, merchandise, grain, flour or other produce or commodity in his own name, being in the possession thereof for or on account of another party, and negotiating, pledging or hypothecating the cotton press receipt or bill of lading received therefor, and not accounting or paying over to his principal or owner of the property the amount so received on such negotiation, pledge, or hypothecation, shall be adjudged guilty of fraud, and upon indictment and conviction thereof shall be fined in a sum not exceeding five thousand dollars or imprisonment in the penitentiary of the State for a term not exceeding five years, or both.

SEC. 13. *Be it further enacted, etc.,* That whosoever shall purchase goods, wares, merchandise, or other commodity for cash and shall sell, hypothecate or pledge the same to another, and use the proceeds thereof for any purpose other than the payment of the seller or vendor, with intent to cheat or defraud such seller or vendor, or who shall conceal, ship or otherwise make way with, or deliver to another any goods, wares, merchandise, or other commodity so purchased, without paying for the same, with the intent to cheat or defraud the seller or vendor thereof, shall be deemed guilty of a felony, and upon conviction thereof shall be punished by a fine not exceeding five thousand dollars, or by imprisonment in the penitentiary for a term not exceeding five years, or by both such fine and imprisonment.

(Signed) CHAS. W. LOWELL,
Speaker of the House of Representatives.

(Signed) OSCAR J. DUNN,
Lieutenant Governor and President of the Senate.

Approved October 13, 1868.
(Signed) H. C. WARMOTH,
Governor of the State of Louisiana.

A true copy.
GEO. E. BOVEE,
Secretary of State.

No. 72.] AN ACT

Governing the manner in which cotton press receipts, warehouse receipts, or the receipts of other custodians of any property whatever, shall be issued, in all cases where such receipts shall or may be used or pledged as collateral security for money advanced or borrowed on faith of the property therein specified, and governing the delivery and disposal of the property for which such receipts may be issued.

SECTION 1. *Be it enacted by the Senate and House of Representatives of the State of Louisiana in General Assembly convened*, That no cotton press, or other custodian or custodians of produce or property shall issue any receipt or other voucher for any produce, merchandise or other property, to any person or persons purporting to be the holder, owner or owners thereof, unless such produce, merchandise or other property shall have been actually received into store, or upon the premises of such cotton press, or other custodian or custodians, shall be in the store, cotton press or warehouse, or on the premises aforesaid, or under his or their control at the time of issuing such receipt.

SEC. 2. *Be it further enacted, etc.*, That any person, firm or association who shall, or may be, or in any way become the custodians of any property, goods, products or merchandise whatever, and who may issue receipts therefor, shall not, under any circumstance, or upon any order or guarantee whatever, deliver property for which such receipts have been issued until the party or parties to whom the receipts were issued, or the legal holders thereof, shall have surrendered the same to said custodians for cancellation, and in default of a strict compliance with the provisions of this section of this act, they may be held liable by the legal holder or owner of their receipt for the market value of the property therein described as may be established by the Chamber of Commerce of the city of New Orleans, or any committee thereof, approved and authenticated by the president or vice-president of said Chamber of Commerce. All warehouse receipts intended for pledge under the provisions of this act shall be paraphed before being issued, as follows: For hypothecation in accordance with the provisions of this act.

SEC. 3. *Be it further enacted, etc.*, That no cotton press or other custodian or custodians of products or other property shall issue any second or duplicate receipt for any goods, wares, merchandise, grain, flour, or other produce or commodity, while any former receipt for any such goods, wares, merchandise, grain, flour, or other produce or commodity as aforesaid, or any part thereof, shall be outstanding and uncanceled, without writing across the face of the same, "duplicate," in a highly conspicuous manner. And any person who may issue warehouse receipts for any property of any kind whatsoever not actually in their possession and under their entire control, shall be and are hereby made liable for the market value of any and all property for which they may have issued such false receipts in manner as specified in foregoing section, and shall furthermore be liable to criminal prosecution as having aided and abetted in obtaining money under false pretenses.

SEC. 4. *Be it further enacted, etc.*, That parties who may borrow money on the faith of warehouse receipts, representing property in store, shall file their affidavit with the pledgees that such property is theirs, the pledgers', personal property, or that it is the property of some party for whom the pledger is acting as agent, factor, commission merchant, or in any other fiduciary capacity, and that said party is justly and truly indebted to the pledger in an amount equal in value to the value of the property pledged, as specified in the warehouse receipt, for moneys paid to him, or paid by his order and for his account by the party or consignee making the pledge. The cashier of a bank or the secretary of any insurance company incorporated or working under any law in the United States or of this State is hereby authorized to administer the oath contemplated under the provisions of this act. Any deviation therefrom shall render the party or parties so deviating liable for the value of the property, or any excess in value over and above the amount for which it may have been pledged in any manner specified in section one of this act, and to prosecution for perjury and also for obtaining money under false pretenses.

Sec. 5. *Be it further enacted, etc.*, That the vendors' lien of five days' privilege, now allowed in commercial transactions for the payment of the purchase price, shall not be affected by the provisions of this act, except in case in which a warehouse receipt has been pledged as collateral for money borrowed. The holder of the warehouse receipt shall be considered and held as the actual owner of the property described in the receipt, and no clause of this act shall operate to the detriment or injury of the holder of a warehouse receipt, to the extent of the value of the property specified, made and issued in accordance with and under the provisions of this act: *Provided*, That where the factor, agent or pledger may have wrongfully pledged, in violation of this act, any property, the lien of the owner shall be valid even against the third holder of the warehouse receipt.

Sec. 6. *Be it further enacted, etc.*, That should the pledger fail to pay his pledge note, secured by warehouse receipts representing the property therein described, on the day of its maturity, the pledgee shall, on the following day after the maturity of such pledge note, notify the pledger of same, and inform him that he may appoint one expert to act jointly with another one to be appointed by the pledgee, which experts shall examine, appraise, and sell the goods or merchandise pledged, or such an amount of the same as they may determine to satisfy the claim of the pledgee, together with costs and the usual expenses. In case of doubt the two experts already selected will be authorized to appoint a third. In the event of the pledger refusing, or for any reason failing to appoint such expert within five days, allowing one additional day for every twenty miles that the residence of the pledgee may be distant from the residence of the pledger, then the pledgee shall be and he is hereby authorized and empowered to appoint two experts, and they to appoint a third, all of whom shall be familiar with the value and management of the character of the merchandise involved; said experts to examine, appraise, and sell to the best possible advantage all of the produce pledged, or such an amount as may be necessary to settle the pledge note in full, together with such costs and necessary expenses as may be or have been incurred. The experts thus appointed shall proceed at once to take action and to complete their duties at the earliest practicable day consistent with the usual and customary manner of selling the produce or merchandise in question, and said experts shall make their report immediately thereafter. They shall be authorized to sell at public auction, after five days' notice in a public journal published in the parish in which the pledgee resides, without legal process of any kind or description whatever; and the pledgee or holder of said warehouse receipt shall be in full and complete possession of the merchandise described in the receipt from and after the day on which the pledge note based on the merchandise may have matured; the surrender of the warehouse receipt to the custodian or custodians of the property, and cancellation of same, shall relieve and exonerate them from all further responsibility in the premises.

SEC. 7. *Be it further enacted, etc.*, That said experts shall make a sworn statement of their proceedings and the disposition of the funds realized, and file said statement in the office of some duly qualified notary public, or in any court of record located in the parish in which the pledgee may reside. Said experts shall receive such fee as may be agreed upon, but they shall not be authorized to exact a fee in excess of the usual commissions charged, according to commercial usage, on the character of the property upon which they may have administered.

SEC. 8. *Be it further enacted, etc.*, That all warehouse receipts as by this act provided, shall be negotiable by indorsement in blank, or by special indorsement, in the same manner and to the same extent as bills of exchange and promissory notes now are.

SEC. 9. *Be it further enacted, etc.*, That this act shall take effect from and after its passage, and all laws or parts of laws in conflict herewith be, and the same are hereby, repealed.

(Signed) E. D. ESTILETTE,
Speaker of the House of Representatives.
(Signed) C. C. ANTOINE,
Lieutenant Governor and President of the Senate.

Approved March 11, 1876.

WILLIAM P. KELLOGG,
Governor of the State of Louisiana.

A true copy.
P. G. DESLONDE,
Secretary of State.

Office Supreme Court U. S.
FILED.
OCT 17 1889
JAMES H. McKENNEY,
CLERK.

SUPREME COURT OF THE UNITED STATES

October Term, 1889.

No. 44.

WILLIAM JACKSON, Master of the Steamship "Counsellor," Plaintiff in Error,

versus

ALLEN, WEST & BUSH; BROWN BROTHERS & COMPANY Et Al.

No. 45.

BROWN BROTHERS & COMPANY, Plaintiffs in Error,

versus

ALLEN, WEST & BUSH Et Al.

In Error to the Circuit Court of the United States for the Eastern District of Louisiana.

BRIEF FOR WILLIAM JACKSON, MASTER, ETC., PLAINTIFF IN ERROR.

William Jackson, plaintiff in error in No. 44, is the Master of the Steamship in whose possession the cotton was found, and which is the subject matter of the controversy in No. 45. He was merely the bailee of the property, and as all parties in interest are before the Court, he is concerned in the question of costs alone.

Under these circumstances, we submit the cause upon the brief and assignment of errors filed by Brown Brothers & Company, plaintiffs in error in this same Record, and upon the oral argument to be addressed to the Court by their counsel, and ask that the judgment of the Court *a qua* may be reversed, and judgment rendered in favor of said Wm. Jackson, plaintiff in error.

Respectfully submitted,

EDGAR H. FARRAR, and
ERNEST B. KRUTTSCHNITT,
Attorneys for Wm. Jackson, Plaintiff in Error.

Office Supreme Court U. S.
FILED.
JUL 25 1889
JAMES. H. McKENNEY,
CLERK.

Supreme Court of the United States.

No. 306.

BROWN BROTHERS & CO., PLAINTIFFS IN ERROR,

vs.

ALLEN, WEST & BUSH ET AL.

No. 305.

WILLIAM JACKSON, MASTER OF THE STEAMSHIP COUNSELLOR, PLAINTIFF IN ERROR,

vs.

ALLEN, WEST & BUSH, BROWN BROTHERS & CO. ET AL.

THOS. L. BAYNE,
GEO. DENÉGRE,
Attorneys for Plaintiffs in Error.

L. GRAHAM & SON, PRINTERS, 101 GRAVIER ST., N. O.

Supreme Court of the United States.

No. 306.

BROWN BROTHERS & CO., PLAINTIFFS IN ERROR,

VS.

ALLEN, WEST & BUSH, ET AL.

No. 305

WILLIAM JACKSON, MASTER OF THE STEAMSHIP COUNSELLOR, PLAINTIFF IN ERROR,

VS.

ALLEN, WEST & BUSH, BROWN BROTHERS & CO., ET AL.

STATEMENT.

The plaintiffs claim a lien as vendors upon two hundred and sixty-eight bales of cotton, which were sold and delivered to defendant, Jones, on the 3d day of June, 1884, and for balance of the price unpaid, viz.: $10,865.25. The whole price was $12,655.25. The cotton was delivered by the seller to the purchaser, and by him laden on board the steamship Counsellor, bound for Liverpool, Eng., and the ship issued its bill of lading therefor. On the 6th day of June, Jones negotiated his draft for £2680, with Brown Brothers & Co., and transferred to them the bill of lading of the steamship Counsellor for the two hundred and sixty-eight bales of cotton, then on board of the said vessel, and paid out of the money received $1800 to the vendors. The above sum of £2680 (or $12,897.50), advanced by Brown Brothers & Co. on the delivery of this bill of lading, is equal to the whole of the cotton.

The facts and conclusions of law as found by the court are:

" The plaintiffs sold to the defendant, Alfred F. Jones, on the 3d day of June, 1884, 268 bales of cotton for the sum of $12,565.25, the terms of sale being for cash. On the following day the cotton was delivered to the said defendant through the warehouseman, where the same was stored. On the 6th of June the said defendant paid upon this purchase the sum of $1800, which he derived by or from advances made by intervenors on bill of lading from a sale or pledge of the bill of lading for the cotton, leaving unpaid the balance of the price of the cotton—to-wit: the sum of $10,865.25.

" The cotton was an agricultural product of the state of Louisiana, and the sale was made to the said defendant by the plaintiff in the city of New Orleans.

" On the 6th day of June all of the cotton was either laden on board or delivered to and in the possession of the steamship Counsellor, bound for Liverpool, and bills of lading in regular form were on that day issued for said cotton by the master of said steamship, and were on the same day transferred or pledged by the usual endorsement to the intervenors, Brown Brothers & Co., who paid for or advanced on the same the sum of £2680 sterling (in the currency of the United States, $12,882.84) the full value of the cotton.

"On June 7 the plaintiffs instituted this suit, claiming a vendor's lien for the unpaid balance of the price of the cotton, and on the same day sequestered the cotton and took it out of the possession of the master of the said steamship Counsellor, who held the same for shipment, having given the said bills of lading therefor."

As the conclusions of law drawn from these facts the court finds:

" 1. That the acts of 1868, No. 150, and of 1876, No. 72, of the egislature of the state of Louisiana, mean that the bills of lading and warehouse receipts for property shipped or warehoused shall fully represent the property, so that a transfer or pledge of those paper titles shall vest the property to the transferee or pledgee as fully as the delivery of the property itself.

"2. That the acts of 1854 and 1855, now found in the Civil Code of Louisiana, article 3227, since they give the right to the vendor to seize the thing sold, in whatsoever hands or place it may be found, and enforce his lien for the price, which shall have the preference over all other claims, operates as well against those who hold under purchase or pledge, through bills of lading, as well as by actual delivery.

"3. That the plaintiffs' claim must prevail over that of the intervenors.

"4. Therefore the plaintiffs must have judgment, enforcing that right upon the cotton, to the extent of the unpaid price. To that extent the intervenors' claim is dismissed beyond that allowed, and that plaintiffs have judgment against the defendants *in solido* for all the costs prior to the intervention, and that all costs subsequent to the intervention be paid out of the cotton sequestered."

ASSIGNMENT OF ERROR.

We allege as error the construction of law, that article 3227 of the Civil Code gives the vendor of the cotton sold and delivered a preference over the holder of a bill of lading for the cotton acquired for a full consideration in the usual course of business, said cotton being delivered for shipment by the vendor and actually on board of the vessel issuing the bill of lading.

That there is error in holding that the vendor of the cotton under the facts found in this case is entitled to a preference over the holder of the bill of lading, who acquired the same in good fait, hand for a full price after the cotton had been laden on the vessel, and the bill of lading issued therefor and negotiated by the purchaser, to whom the cotton had been previously delivered by the vendor.

That the vendor having received a part of the price from the advances made by intervenor on the bill of lading from a sale or pledge thereof is estopped from setting up his claim as superior to that of the intervenor.

The bill of lading both by commercial law and by statute, No. 150 of 1868, section 6, and No. 72 of 1876, sections 5 and 6 is negotiable, and the rights of the holder will be protected against a vendor who has voluntarily delivered the property to his vendee, by whom the bill has been disposed of in good faith and in the regular course of business.

ARGUMENT.

When this case was argued in the circuit court the question whether the vendor described in article 3227 of the Civil Code was entitled to preference over the holder of a bill of lading, acquired in good faith and for a valuable consideration, had been discussed by the Supreme Court of Louisiana.

We think that the superior right of the holder of a bill of lading over an unpaid vendor, who had voluntarily delivered the property to his vendee, so as to clothe him with possession and all the indicia of ownership, was recognized by the decisions of the court.

In the case of Delgado vs. Wilbur, 25 An. 84, where there was a similar contest between the vendor and holder of a bill of lading, the Supreme Court of Louisiana says:

"In our opinion the law is with the bank. The statute quoted is only the legislative sanction given to the commercial law, of universal application we believe, that a bill of lading legally transferred gives title to the property it represents. 1 An. 80; 11 Rob. 140; 3 Kent's Commentaries 282; 1 Peters 386." affirmed in 26 An 6.

In the case of Gumbel & Co. vs. Bier, 36 An. 484, the chief-justice states the law in the syllabus (which is now prepared by the court itself and constitutes an authoritative analysis of the opinion) as follows: "The lien or privilege ex-

In the case of Phelps & Co. vs. Howell, 35 An. 88, the court says: "In the case of Florshum Bros. vs. Howell, reported in 33 An. 1884, growing out of the seizure of the thirty-seven bales of cotton, making up a portion of this consignment, we considered the legal effect of the pledge thus created, and we held that such pledge would protect the pledgee or consignee, even against the claim of the unpaid vendor of the identical property." And in the case referred to (33 An. 1186) the court recognized that the pledge of the cotton, as created by the statute, was superior to the claim of the vendor, "but that issue was supplanted by the graver one presented when the statutory pledge was set up by the intervenors in opposition to the vendor's privilege of the plaintiffs. Upon this issue the case must be decided, and our conclusions on the point have been stated."

In the case of Horrell & Co. vs. Parish, 26 An. 6, the Louisiana National Bank was the intervenor, holding a bill of lading, and its right was maintained. It is true that some emphasis was put upon the want of registry of the vendor's claim, but the opinion shows that the intervenor's rights were based on the laws of commerce and of the state statutes in favor of the holder of the bill of lading, and the court says:

"Particularly are we of this city dependent upon commerce. It would be suicidal to hamper its transactions with onerous and useless requirements, and to throw obstacles in the way of its free pursuit. The prosperity of a people, who like ourselves live by the sea, is commerce." And the decree was in favor of the Louisiana National Bank, decreeing said bank to be entitled under their bill of lading to the 123 bales of cotton in contest herein, and that they be put in possession of the same.

In Musson vs. Elliott, 30 An. 150, the right of the holder of the bill of lading was maintained. In that case, as in this, there was a partial payment to the vendor from the money received from the banker; strikingly similar to this case in this respect, that a partial payment was made by the purchaser of the bill of lading to the vendor. In this case

$1800 are paid to the vendor out of the money furnished by the intervenors.

As will be seen by the language of the court in the case of Gumbel & Co. vs. Bier, 36 An. 484, the question was then whether the vendor or holder of a bill of lading had precedence upon the property sold, delivered and shipped.

This was the state of the law when the transaction took place which is involved in this suit. Since that time the Supreme Court of the state has, in the case of Harris, Parker & Co. vs. Nicolopulo, 38 An. Reports 12, decided this question in favor of an unpaid vendor. We contend that this question is one of commercial law, determinable by the rules of commercial law, and that the Supreme Court of Louisiana had in all of its decisions anterior to the transaction out of which this controversy arises determined that the right of the holder of a bill of lading acquired in good faith for a full consideration, from a party not fully in possession of the same, was superior to that of any unpaid vendor who had voluntarily delivered the property to his vendee, and vested him with all the indicia of ownership, and that this was determined under its own statutes and the commercial law.

In Wagner vs. Kenner, 2 Rob. 122, the court say:

"The counsel for the appellant has contended that all commercial questions were not intended to be regulated by the code of Louisiana; that the legislature intended to prepare a code of commerce, which should contain the principles according to which such questions should be solved; that they appointed jurisconsults, who prepared such a code, and that we have it in print, though it has never received the sanction of the legislature. The Superior Court of the late territory of Orleans very early held that although the laws of Spain were not abrogated by the taking of possession of the country by the United States, yet that from that event the commercial law of the nation became the commercial law of New Orleans, and this court has frequently recognized the correctness of these early decisions, principally in cases of bills of exchange, promissory notes and insurances.

In 4 An. Report 210, Thompson vs. Mylne; "In adjudicating upon commercial transactions much uncertainty often arises in consequence of the non-adoption of the commercial code, prepared by the framers of our Civil Code. It is safe to presume, however, that, in framing the Civil Code, they intended to leave our commercial jurisprudence as it was before, in harmony with that of other commercial nations."

McDonald vs. Millaudon, 5 La. Rep. 409.

Robertson vs. Nott, 2 Martin, N. S. 123.

Since this case has been pending upon writ of error in this court the Supreme Court of the state, in the above mentioned case of Harris, Parker & Co., vs. Nicolopulo, 38 An. 12, decided that the vendor's lien yields to that of the holder of a warehouse receipt, but not to that of the holder of a bill of lading, although it is declared under the statute to be negotiable.

The question therefore arises whether this decision, made since the transaction between the parties, and since the writ of error was taken in this case, shall control the judgment of this court, or whether the court will determine the case in accordance with the general rules of commercial law, and in accordance with what we contend was the established jurisprudence in Louisiana, both under the statutes and the commercial law, prior to the decision rendered in 1886. The case now before the court is distinguished from that of Harris, Parker & Co. in this respect, that the judge finds as a fact that "on the 6th of June the said defendant paid upon this purchase the sum of $1800, which he derived from or by advances made by the intervenors on the bill of lading, from a sale or pledge of the bill of lading for the cotton." In this respect it resembles the case of Musson vs. Elliott, 30 An. 150, where the vendor received from his vendee a portion of the money advanced by the holder of the bill of lading. In the present case Allen, West & Bush secured a portion of the money advanced by Brown Bros. & Co. They delivered the cotton to their vendee and gave him possession and all the indicia of perfect and unencumbered ownership.

As was said in the case of Lee vs. Galbraith, 5 An. 349, "the well-settled principle that privileges are *stricti juris* forbids us to give an enlarged and liberal interpretation to its language, especially where the equity in favor of the adverse party is manifestly stronger than the plaintiff can assert. For by their incautious delivery of possession they enabled *Galbraith* to appear as the unqualified owner of the goods, and so get credit in the market. It is more just that the consequences of their misplaced confidence should fall upon themselves than upon an innocent third person, whom they enabled *Galbraith* to deceive."

Brown Bros. & Co., bankers, took the bill of lading in the usual course of business, which was well known to the seller of the cotton, who delivered it and received a portion of the price from the money advanced by the bankers. The bills of lading were negotiable and the judge finds that they were in regular form, were issued for cotton delivered to and in possession of the ship, were "transferred or pledged by the usual endorsement to the intervenors, who paid for or advanced on the same the sum of £2680 sterling (in the currency of the United States, $12,882.24) the full value of the cotton." Page 20.

In section 6 of the act of the Louisiana legislature, No. 72 of 1868, it is declared "that cotton press receipts given for any goods, wares, merchandise, flour, grain, or other produce or commodity stored or deposited with any cotton press, wharfinger or other person, or any bill of lading given by any forwarder, boat, vessel, railroad, transportation or other transfer company, may be transferred by endorsement thereon; and any person to whom the same may be transferred shall be deemed and taken to be the owner of the goods, wares, merchandise, grain, flour or other produce or commodity therein specified, so far as to give validity to any pledge, lien or transfer made or created by such person or persons; but no property shall be delivered except on surrender and cancellation of said original receipt or bill of lading of the endorsement of such delivery thereon. In case of partial delivery all cotton press receipts or bills of lading, however, which shall have the words 'not negotiable, plainly written or stamped on the face thereof, shall be exempt from the provisions of this section."

Section 9 provides "that all receipts, bills of lading, vouchers or other documents issued by any cottonpress, wharfinger, forwarder or other person, boat, vessel, railroad, transportation or transfer company, as by this act provided, shall be negotiable in blank, or special endorsement, in the same manner and to the same extent as bills of exchange and promissory notes now are."

Bills of lading of goods sold and transported in the course of interstate commerce are, by reason of their representative character, entitled to protection as commerce, and bills of lading used in commerce with foreign countries have been so held.

Almy vs. California, 24 Howard 169.

Woodruff vs. Parham, 8 Wallace 108.

The tendency of the decisions of the court and the strong pressure which constantly comes from the whole mercantile community have induced congress to take up this subject and consider whether or not some general law should be passed to establish uniformity in bills of lading and in the rights of parties thereunder. The court declared in the case of the Pensacola Telephone Company vs. West et als, 96 U. S. 9: "Both commerce and the postal service are placed within the power of congress, because being national in their
they should be under the protecting care of the nati
ernment." Oates v Nat Bk 100

The whole tone of this decision and of Glouces
Company vs. Pennsylvania, 114 U. S. 204, shows th
the instrumentalities of a free and increasing commerce are to be protected.

The equity of the case is strongly with the intervenors.

In Burgess v. Seligman, 107 U. S. Rep. 33, this court determined that "when contracts and transactions have been entered into and rights have accrued thereon under a particular state of the decisions, or where there has been no decisions of the state tribunal, the federal courts properly claim the right to adopt their own interpretation of the law applicable to the case, although a different interpretation may be adopted by the state courts after such rights have accrued."

In that case all the authorities relating to this subject are collated, and the expressions in the opinion so clearly fit the case now before the court that we assume it to be settled that if no construction of the statute had been given from the federal court, or if the question of the construction was an open one, and, most of all, if the construction given had been such as was invoked in the federal court, that court would be free to interpret the law in accordance with its own views, and that this is preëminently true in reference to questions of commercial law and general jurisprudence.

As stated by the court, page 33, "when the law has not been thus settled it is the right and duty of the federal courts to exercise their own judgment, as they always do in reference to the doctrines of commercial law and general jurisprudence."

In Railroad vs. National Bank, 102 U. S. 31, the language of the court in 16 Peters 495 is quoted with approval:

"The questions under consideration are questions of general commercial law, and depend upon the construction of a contract of insurance, which is by no means local in its character or regulated by any local policy or customs. Whatever respect, therefore, the decisions of the state tribunal may have on such a subject, and they certainly are entitled to great respect, they cannot conclude the judgment of this court. On the contrary, we are bound to interpret this instrument according to our own opinion of its true intent and objects, aided by all the lights which can be obtained from all external sources whatsoever; and if the result to which we have arrived differs from these learned state courts we may regret it, but it cannot be permitted to alter our judgment."

In Liverpool Steam Co. vs. Phœnix Ins. Co., 129 U. S. 443: "But on this subject, as on any question depending upon mercantile law and not upon local statute or usage, it is well settled that the courts of the United States are not bound by decisions of the courts of the state, but will exercise their own judgment, even when their jurisdiction attaches only by reason of the citizenship of the parties, in an action at law of which the courts of the state have concurrent jurisdiction, and upon a contract made and to be performed within the state. Railroad Co. vs. Lockwood, 17 Wall. 357, 368; Myrick vs. Michigan Central Railroad, 107 U. S. 102; Carpenter vs. Providence-Washington Ins. Co., 16 Peters 495, 511; Swift vs. Tyson, 16 Peters 1; Railroad Co. vs. National Bank, 102 U. S. 14; Burgess vs. Seligman, 107 U. S. 20, 33; Smith vs. Alabama, 124 U. S. 365, 478; Bucher vs. Cheshire Railroad, 125 U. S. 555, 583."

The bill of lading in this case was issued by an English vessel for Liverpool, and, as alleged by the owners
was purchased by intervenors (citizens of New Y
faith of said negotiable bill of lading (page 9 of r

The bill of lading is, by the law of Louisiana
tiable by endorsement in the same manner and to
tent as bills of exchange and promissory notes no

Sec. 9 of act 150 of 1868.

In Hunt & Macauley vs. Mississippi Central Railroad Co., 29 A. 463, Judge Spencer says: "The animus of this statute is unmistakable. It was intended to protect both the carriers and the public—the former by punishing any persons in their employ for issuing false bills of lading or receipts, and the latter by putting such bills or receipts upon the same footing as commercial paper, and protecting the holder in good faith, with all the privileges and immunities given to bills of exchange and promissory notes."

And Judge De Blanc, page 464, says: "The law of 1868 was enacted in the interest of commerce; it created one of the most important branches of our credit; it secured the most legitimate transactions; it sanctioned, legalized and perfected a fair but imperfect custom which prevailed before its adoption, and it is by far wiser and more equitable than the vacillating and doubtful jurisprudence of other states. It guards against

In Henry vs. Philadelphia Warehouse Company, 81 Penn. State Rep. 79, a bill of lading issued in Louisiana is held to be negotiable, and by its endorsement has the effect of a bill of exchange or promissory note.

The statutes of the state of Louisiana, Missouri, Wisconsin and other states relative to the negotiability of bills of lading are assimilated to the English bills of lading and factors' act' and show that commerce requires this recognition of negotiability. Conrad vs. Atlantic Insurance Company, 1 Peters 445; Rice vs. Cutler, 17 Wisconsin 351 (American Decisions, vol. 84, p. 747 and notes); Wilbur vs. Delgado, 25 A. 82; Benjamin on Sales, sec. 862 et seq.; Audendried vs. Randall Clifford, Rep. 399.

The lien for the unpaid price is assimilated to the stoppage in transitu and should be defeated by the same causes. As where the vendor has delivered the property into the possession of the vendee and enabled him to dispose of it to innocent purchasers for a full price, without notice of any adverse claim. In this case the cotton was sold to A. F. Jones and complete delivery was made to him, so that he was able to have it laden on board of an English vessel, consigned to a foreign market and secure a bill of lading; sold and transferred this bill to plaintiffs in error, who are bankers and who paid a full price in open market, and according to the usual course of business and without notice. Their rights are superior to those of the vendors, who have by their own negligent acts placed the property in the hands of the vendee and thereby enabled him to obtain the money of the plaintiffs in error. Lickbarrow vs. Mason, 2 Tenn. Rep. 63; Newhall vs. Central Pacific R. R. Co., 51 California 345 (21 American Rep. 715); Leake vs. Kimball, 45 Maine 172; 11 Rob. 140; 1 Peters 386; 30 An. 150; 26 An. 6.

In the case now before the court the vendor sold the cotton to Jones, gave him an order on the cottonpress for delivery of the cotton, and it was delivered and laden on the vessel which issued its bill of lading therefor. The purchaser being thus in full possession disposed of the bill of lading to Brown Brothers—bankers dealing in open market and according to the usual course of business. Bill of lading, p. 16; finding of facts by the court, p. 20. Plaintiffs in error acted under what is described by the Supreme Court of the State of Louisiana, 25 A. 84, as "the commercial law of universal application, we believe, that a bill of lading legally transferred gives title to the property it represents, and under the law as indicated in Howell & Co. vs. Parish, 26 A. 6, that the holder of a bill of lading acquired in good faith and in the regular course of business was entitled to hold the property embraced in it against vendor or any other person. This, we think, was recognized as the law of Louisiana, under the decisions referred to in our brief when this transaction occurred (6th June, 1884,) and the rights of plaintiffs in error should be determined by the law as then accepted and acted upon. Havemeyer vs. Iowa County, 3 Wallace 303; Township of Pine Grove vs. Talcott, 19 Wallace 678; Olcott vs. Supervisors, 16 Wallace 690.

We further submit that the question involved in this case is one which is determinable by this court as a commercial question of universal interest and to be decided according to the accepted commercial law.

In the present case the contest is limited to the question, whether or not under the facts found by the court the vendor, who has parted with possession of the cotton and received part of the price out of the money furnished by Brown Brothers &Co., is to prime them for the portion of the price remaining unpaid. All parties recognized that Messrs. Brown Brothers & Co. are the rightful holders of the bill of lading and paid for it in good faith and without suspicion of any latent encumbrance. There is no question as to any fraudulent issue of the bill of lading nor as to any improper use of it. It was used according to the usual course of business in New Orleans, with which defendants in error were fully conversant.

We ask that the judgment may be reversed and judgment rendered in favor of the plaintiff in error.

THOS. L. BAYNE,
GEO. DENÈGRE,
Attorneys for Plaintiffs in Error.

APPENDIX.

Act of the Louisiana Legislature, No. 150, approved Oct. 13, 1868:

"An act to prevent the issue of false receipts or bills of lading and to punish fraudulent transfers of property by cottonpresses, wharfingers and others.

"Sec. 6. *Be it further enacted, etc.*, That cottonpress receipts given for goods, wares, merchandise, grain, flour or other produce or commodity stored or deposited with any cottonpress, wharfinger or other person, or any bill of lading given by any forwarder, boat, vessel, railroad, transportation or transfer company may be transferred by endorsement therein, and any person to whom the same may be transferred shall be deemed and taken to be the owner of the goods therein specified, so far as to give validity to any pledge, lien or transter made or created by such person or persons, but no property shall be dellvered except on surrender and cancellation of said original receipt or bill of lading of the endorsement of such delivery thereon; in case of partial delivery all cottonpress receipts or bills of lading, however, which shall have the words 'not negotiable' plainly written or stamped on the face thereof, shall be exempt from the provisions of this section.

"Sec. 8. *Be it further enacted, etc.*, That all the provisions of this act shall apply and be applicable to bills of lading and to all persons or corporations, their agents or servants that shall or may issue bills of lading of any kind or description the same as if the words 'forwarded and bills of lading' were mentioned in every section of this act."

Act of the Louisiana Legislature, No. 72, approved March 11, 1876:

"An act governing the manner in which cottonpress receipts, warehouse receipts, or the receipts of other custodians of any property whatever, shall be issued in all cases, where such receipts shall or may be used or pledged as collateral security for money advanced or borrowed on faith of the property therein specified, and governing the delivery and disposal of the property for which such receipts may be issued.

" Sec. 5. *Be it further enacted, etc.*, That the vendor's lien of five days' privilege, now allowed in commercial transactions for the payment of the purchase price, shall not be affected by the provisions of this act, except in case in which a warehouse receipt has been pledged as collateral for money borrowed. The holder of the warehouse receipt shall be considered and held as the actual owner of the property described in the receipt, and no clause of this act shall operate to the detriment or injury of the holder of a warehouse receipt, to the extent of the value of the property specified, mand and issued in accordance with and under the provisions of this act; *provided*, that where the factor, agent or pledgor may have wrongfully pledged, in violation of this act, any property, the lien of the owner shall be valid even against the third holder of the warehouse receipt.

" Sec. 8. *Be it further enacted, etc.*, That all warehouse receipts as by this act provided shall be negotiable by endorsement in blank or by special endorsement, in the same manner and to the same extent as bills of exchange and promissory notes now are."

(Copy.)

"EXHIBIT ROOME C." C. S. B.

Assessment of the Cost of Paving, Grading, Curbing, Guttering, &c., in Front of Sundry Property in the First Ward of the City of Washington, as per Certificate Herewith Annexed.

To whom assessed.	No. of square.	No. of lot.	Paving.			Grading.			Curbing.			Cobble-stones, yards.	Gutters.					First installment.	Paid.	Second installment.	Paid.	Third installment.	Paid.	Fourth installment.	Paid.	Total am't.	Date of law.	Contractor or parties doing work.
			Square yards.	Paving, per yd.	Amount.	Cubic yd.	Grading, per yard.	Amount.	Running feet.	Curbing, per foot.	Amount.		Per yard.	Amount.	Gutter stones, running feet.	Per foot.	Amount.											
* * * * *	97	*																										Stewart and Joyce.
	"	*																										
	"	*																	Stock issued Oct. 14, 1870: 1st inst., 1849. 2nd " 2411. 3rd " 2452. 4th " 2480. (S'g'd) JOHN E. CLARK.									
	"	*																										
	"	*																										
George Bender	98	all	223	.87	194 01	937	.22	206 14	$262\frac{1}{2}$	.87	228 38	$90\frac{1}{3}$	.65	58 72	2 71	.38	102 98									790 23		
Holmead grave yard	109	all	373	"	328 86	2,439	"	536 58	414	"	360 18	141	"	91 65	4 22	"	160 36									1,477 63		

Approved May 26th, 1870.
(S'g'd) S. J. BOWEN,
Mayor.

(Indorsed:) 9513., ex. Doc. 25. Brewer *v.* Dist. Col. Exhibit to depositions. "Roome C." C. S. B. Filed May 11, 1886. R. J. Meigs, clerk.

Entered June 2nd, 1870.

WASHINGTON, *Aug.* 13, 1870.

This is to certify that we transfer the above assessments of squares 98 & 109 this 13th day of Aug., 1870, for value received to M. J. Laughlin.
(S'g'd) STEWART AND JOYCE.

Witness:
WILLIAM MORGAN.

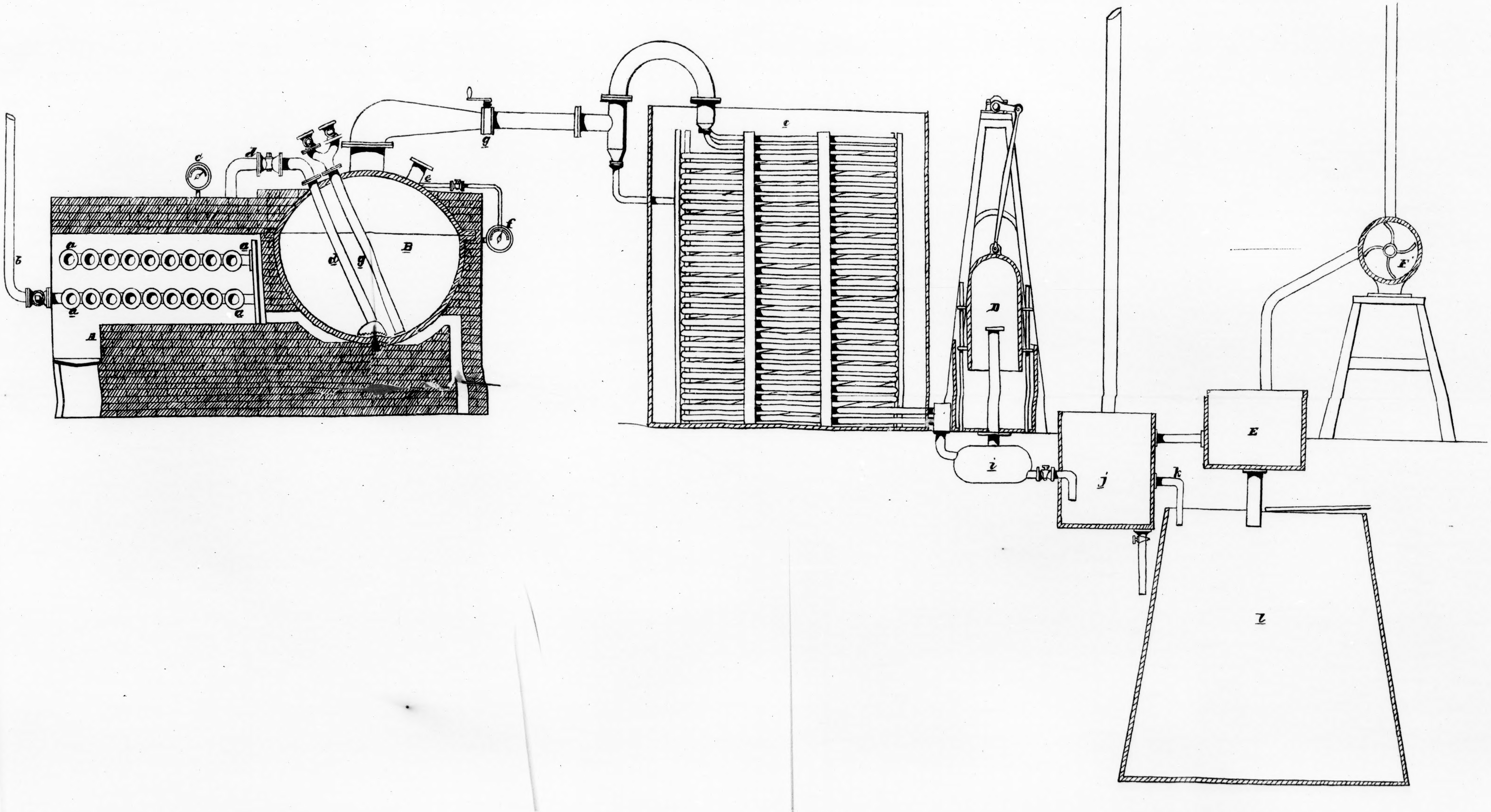
WM. OSCAR ROOME.

CHAS. H. BLISS,
Surveyor or Sup't of Streets.
HENRY HIMLER,
Commissioner.
JAMES TOBIN,
CHARLES KING,
Ass't Commissioners.

A.D. 1858 Dec. 27 No. 2958.
GILBEE'S SPECIFICATION

(1 SHEET)

No. 241
V. O. Co
v.
B. L. O. Co. } p. 316



A.D. 1852. December 18. No. 1105.
BONTIGNY'S SPECIFICATION.

FIG. 1.

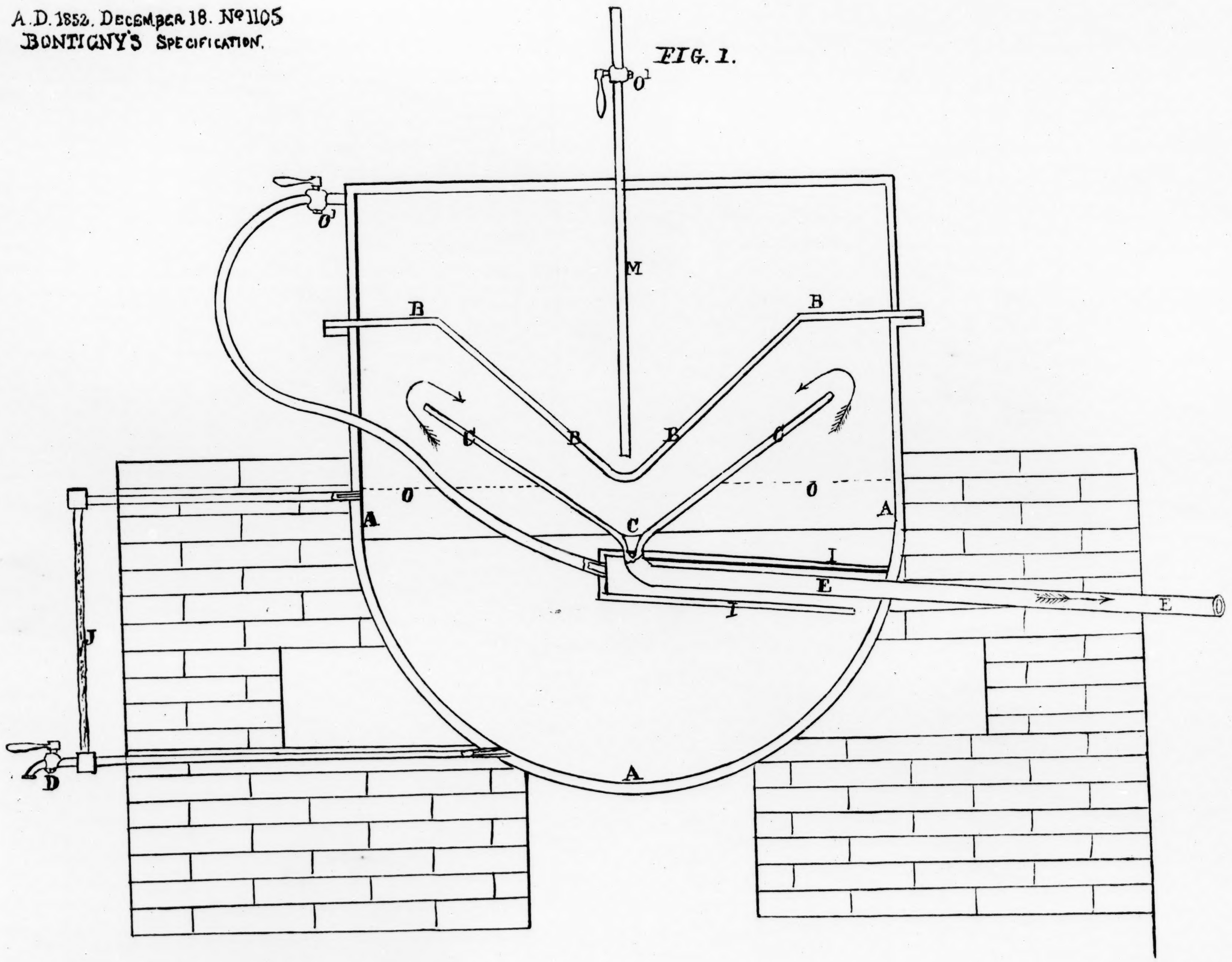
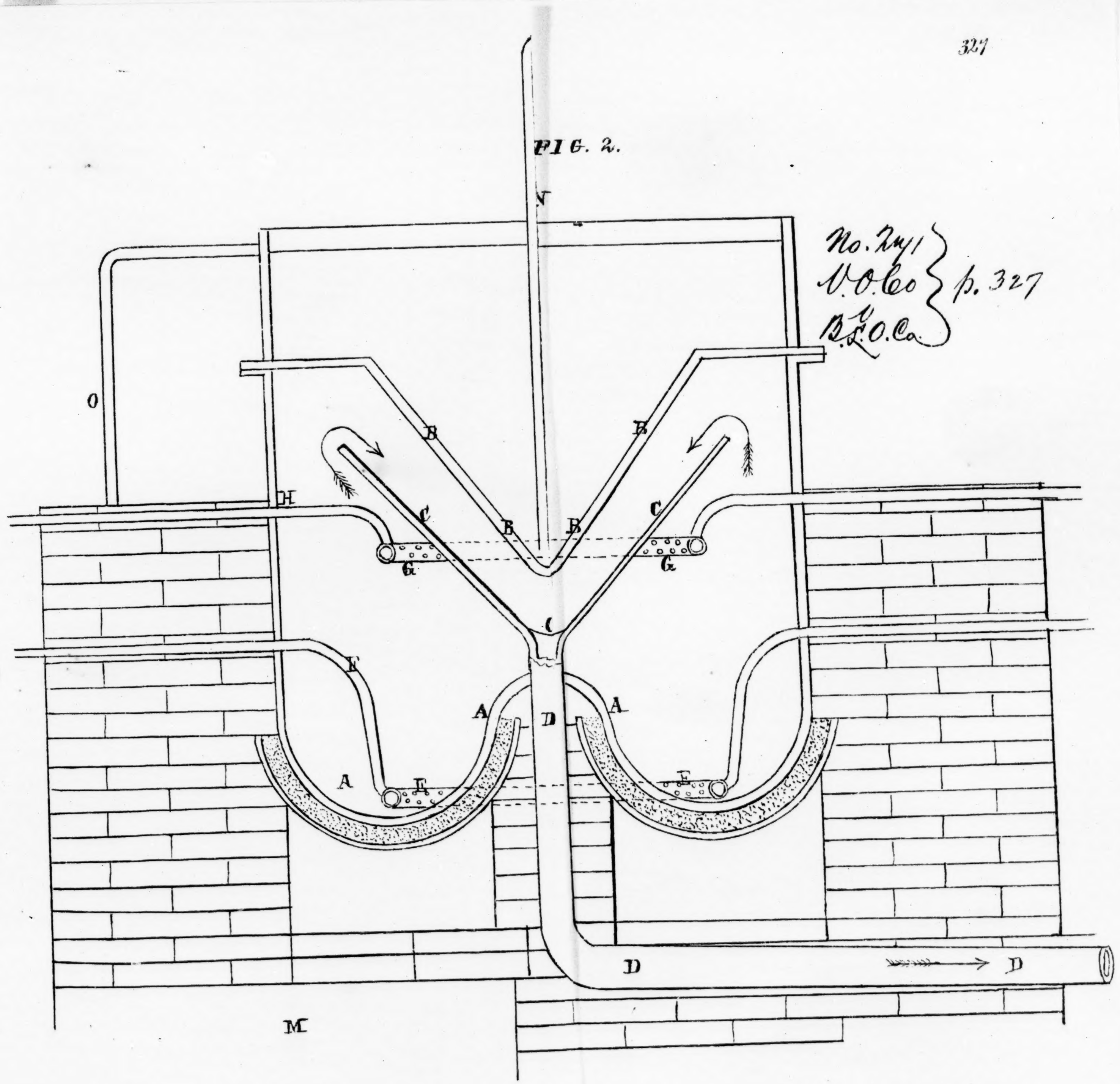
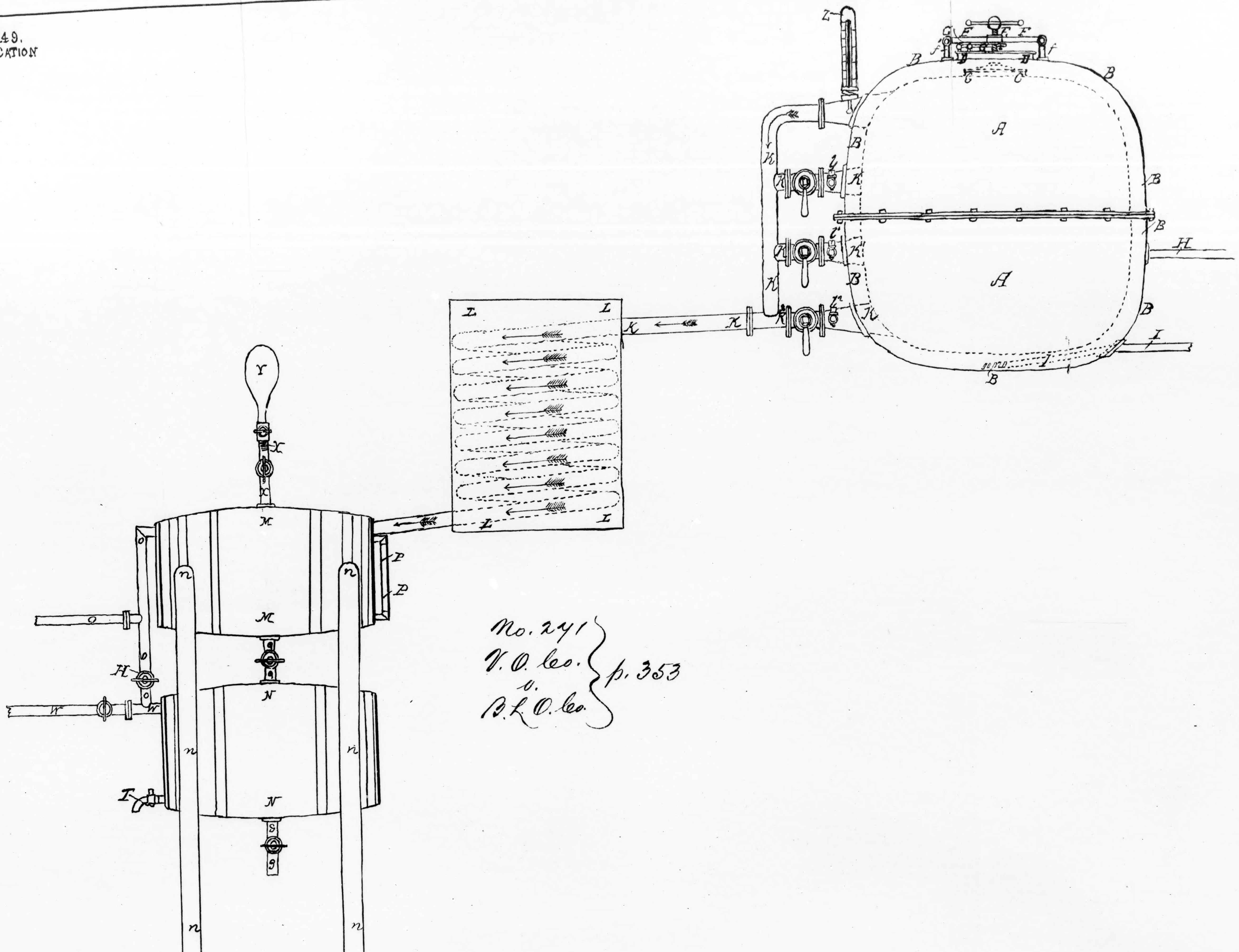


FIG. 2.



No. 241
V.O.Co
B.L.O.Co
p. 327

A.D. 1859. JAN. 18. No. 149.
HAMILTON'S SPECIFICATION



No. 241
V. O. Co.
v.
B. L. O. Co.
} p. 353

Complainant's Exhibit A B.

The Baltimore & Ohio Railroad Co. in Ac. with the Western Union Telegraph Co.

Cr.

	From date of last settlement, April 1st, 1862, to Nov. 30th, 1864, inclusive.	From Dec. 1st, 1864, to Sept. 30, 1865, inclusive.	From Oct. 1st, 1865, to Sept. 30, 1866, inclusive.	From Oct. 1st, 1866, to Sept. 30, 1867, inclusive.	From Oct. 1st, 1867, to Sept. 30, 1868, inclusive.	From Oct. 1st, 1868, to Sept. 30, 1869, inclusive.	From Oct. 1st, 1869, to Sept. 30, 1870, inclusive.	From Oct. 1st, 1870, to Sept. 30, 1871, inclusive.	From Oct. 1st, 1871, to Sept. 30, 1872, inclusive.	From Oct. 1st, 1872, to Sept. 30, 1873, inclusive.	From Oct. 1st, 1873, to Sept. 30, 1874, inclusive.	Total.
By am't of American or Western Union Teleg. Co's' proportion of the total am't expended by the B. & O. R. R. in repairs to lines during the periods specified at the heads of the respective columns (as per table annexed), as follows:												
Poles			220 00	4 84								224 84
Labor and provisions	5,891 10	8,413 15	1,019 15	1,003 64	2,623 42	1,779 69	1,521 64	2,266 31	7,078 69	3,443 28	3,836 27	38,885 34
Insulation		579 26	114 69	90 99	29 97	30 06	28 38	91 91	18 62			983 88
Repairs		103 35		189 69			2 17					295 21
Incidentals					196 88	25 00						221 88
Office fittings			39 52									39 52
Of'rs' & supt's' salaries		749 97	999 96	999 96	999 96	999 96	999 96	996 96	1,000 00			9,749 73
By allowance for receipts made by Pres't Sanford per his letter annexed	3,500 00											3,500 00
By B. & O. proportion of telegraph receipts on the main stem, Washington and Parkersburgh branches	729 56	992 42	1,264 57	1,550 00	1,599 48	1,322 08	1,448 86	1,932 54	2,020 43	1,906 75	1,533 65	16,300 34
By am'ts paid on sundry telegrams, as per ac. rendered Feb'y, 1869						25 90						25 90
Totals	10,120 66	10,838 15	3,657 89	3,839 12	5,449 71	4,182 69	4,001 01	5,290 72	10,126 74	6,350 03	6,369 92	70,226 64

Dr.

	From date of last settlement, April 1st, 1862, to Nov. 30th, 1864, inclusive.	From Dec. 1st, 1864, to Sept. 30, 1865, inclusive.	From Oct. 1st, 1865, to Sept. 30, 1866, inclusive.	From Oct. 1st, 1866, to Sept. 30, 1867, inclusive.	From Oct. 1st, 1867, to Sept. 30, 1868, inclusive.	From Oct. 1st, 1868, to Sept. 30, 1869, inclusive.	From Oct. 1st, 1869, to Sept. 30, 1870, inclusive.	From Oct. 1st, 1870, to Sept. 30, 1871, inclusive.	From Oct. 1st, 1871, to Sept. 30, 1872, inclusive.	From Oct. 1st, 1872, to Sept. 30, 1873, inclusive.	From Oct. 1st, 1873, to Sept. 30, 1874, inclusive.	Total.
To the B. & O. R. R. Co.'s proportion of the total am't expended by the American or Western Union Telegraph Co. for line materials, battery materials, and ins'ts during the periods specified at the heads of the respective columns, as follows, per table annexed:												
Line material	2,985 97	12,267 54		396 10	2,009 20	485 18	265 50	3,064 02	8,876 85	2,823 55	1,677 91	34,851 82
Battery material & ins'ts		2,588 19	415 28									3 003 47
To half the proceeds of 19,882 lbs. of old wire sold by the B. & O. R. R. Co.		133 12										133 12
To half the proceeds of 3,000 lbs. of old wire sold by the B. & O. R. R. Co.								45 00				45 00
To half the proceeds of 104,400 lbs. of old wire sold by the B. & O. R. R. Co.									1,566 00			1,566 00
To rent of one wire crossing the Belmont & Wheeling bridge—												
From April 1st, 1867, to Sept. 30th, 1867				32 87								32 87
" Oct. " " " " 1868					50 00							50 00
" " " 1868, " " " 1869						50 00						50 00
" " " 1869, " " " 1870							50 00					50 00
" " " 1870, " " " 1871								50 00				50 00
" " " 1871, " " " 1872									50 00			50 00
To cash received from W. U. Co.										15,000 00		15,000 00
	2,985 97	14,988 85	415 28	428 97	2,059 20	535 18	315 50	3,159 02	10,492 85	17,823 55	1,677 91	54,882 28
By balance												15,344 36
												70,226 64

Table for 10 Months Ending Sept. 30, 1865, Showing Amount Expended by B. & O. R. R. in Reconstructing, Maintaining, & Operating Telegraph Line, & the Am. Tel. Co.'s & B. & O. R. R. Co.'s Proportion of said Expenditures.

Months.	Proportions, &c.	Poles.	Labor & provisions.	Insulation.	Repairs.	Instruments.	Batteries.	Incidentals.	Office fittings.	Op'rs' salaries.	Stationery.	Total.
1864. Dec.	Total expended by B. & O.	1,023 50	2,092 97	45 10	8 12		9 72	125 00	278 63			3,583 04
	Am'n Tel. Co.'s prop'n		697 66	22 55	4 06							724 27
	B. & O. prop'n	1,023 50	1,395 31	22 55	4 06		9 72	125 00	278 63			2,858 77
1865. January	Total expended by B. & O.	539 50	3,080 05	173 84	31 88	250 90	315 60	182 12	352 92			4,926 81
	Am'n Tel. Co.'s prop'n		1,026 68	86 92	15 94							1,129 54
	B. & O. prop'n	539 50	2,053 37	86 92	15 94	250 90	315 60	182 12	352 92			3,797 27
February	Total expended by B. & O.	380 00	4,160 96	160 63	10 00	2 70	103 13	255 75	329 90			5,403 07
	Am'n Tel. Co.'s prop'n		1,386 98	80 32	5 00							1,472 30
	B. & O. prop'n	380 00	2,773 98	80 31	5 00	2 70	103 13	255 75	329 90			3,930 77
March	Total expended by B. & O.	115 50	3,345 52	83 10		323 64	301 14	41 81	529 67			4,740 38
	Am'n Tel. Co.'s prop'n		1,115 14	41 55								1,156 69
	B. & O. prop'n	115 50	2,230 38	41 55		323 64	301 14	41 81	529 67			3,583 69
April	Total expended by B. & O.	499 45	2,697 46	92 74	56 12		224 69	42 78	243 04			3,856 23
	Am'n Tel. Co.'s prop'n		899 15	46 37	28 06							973 58
	B. & O. prop'n	499 45	1,798 31	46 37	28 06		224 69	42 78	243 04			2,882 65
May	Total expended by B. & O.	1,678 05	2,532 55	359 68		74 00	6 25	104 56	222 72			5,013 81
	Am'n Tel. Co.'s prop'n		844 18	179 84								1,024 02
	B. & O. prop'n	1,678 05	1,688 37	179 84		74 00	6 25	104 56	222 72			3,989 79
June	Total expended by B. & O.	731 95	2,297 65	130 51		2 50	156 80	58 01	189 94			3,567 36
	Am'n Tel. Co.'s prop'n		765 88	65 26								831 14
	B. & O. prop'n	731 95	1,531 77	65 25		2 50	156 80	58 01	189 94			2,738 22
July	Total expended by B. & O.	713 50	1,557 37	30 97	75 23	1 10	257 43	42 62	218 29			2,896 51
	Am'n Tel. Co.'s prop'n		519 12	15 49	37 62							572 23
	B. & O. prop'n	713 50	1,038 25	15 48	37 62	1 10	257 43	42 62	218 29			2,324 28
August	Total expended by B. & O.	710 10	2,129 62	50 57	25 34	228 02	58 42	16 58	32 40			3,251 05
	Am'n Tel. Co.'s prop'n		709 87	25 29	12 67							747 83
	B. & O. prop'n	710 10	1,419 75	25 28	12 67	228 02	58 42	16 58	32 40			2,503 22
Sept.	Total expended by B. & O.	124 00	1,345 47	31 34			29 37		81 50			1,611 68
	Am'n Tel. Co.'s prop'n		448 49	15 67								464 16
	B. & O. prop'n	124 00	896 98	15 67			29 37		81 50			1,147 52
Totals	Total expended by B. & O.	6,515 50	25,239 62	1,158 48	206 69	882 86	1,462 55	905 23	2,479 01	40,196 85	1,928 41	80,975 20
	" Am'n Tel. Co.'s prop'n		8,413 15	579 26	103 35					749 97		9,845 73
	" B. & O. "	6,515 50	16,826 47	579 22	103 34	882 86	1,464 55	905 23	2,479 01	39,446 88	1,928 41	71,131 47

Table Shewing Am't Expended by Am'n Teleg'h Co. for Wire, Insulation, Inst's, Bat. Materials, &c., & Am'n Tel. Co.'s & B. & O. R. R. Co.'s Proportion of said Expenditure.

	Line material furnished by Am'n Tel. Co. for joint use.	Ins'ts & battery materials fur. by Am'n Tel. Co. for B. & O. R. R.	Total.	Total B. & O. proportion.	Total Am'n Tel. Co. proportion.
Ex'd by Tel. Co.	5,617 73	278 71	5,896 44		
	2,808 87		2,808 87		3,533 14
	2,808 86	278 71	3,087 57	5,946 34	
Ex'd by Tel. Co.	966 55	489 03	1,455 58		
	483 28		483 28		1,612 82
	483 27	489 03	972 30	4,769 57	
Ex'd by Tel. Co.	7,718 73	282 57	8,001 30		
	3,859 37		3,859 37		5,331 67
	3,859 36	282 57	4,141 93	8,072 70	
Ex'd by Tel. Co.	147 06	716 05	863 11		
	73 53		73 53		1,230 22
	73 53	716 05	789 58	4,373 27	
Ex'd by Tel. Co.		224 34	224 34		973 58
		224 34	224 34	3,106 99	
Ex'd by Tel. Co.	6,154 88	16 00	6,170 88		
	3,077 44		3,077 44		4,101 46
	3,077 44	16 00	3,093 44	7,083 23	
Ex'd by Tel. Co.	1,348 50	581 49	1,929 99		
	674 25		674 25		1,505 39
	674 25	581 49	1,255 74	3,993 96	
Ex'd by Tel. Co.	1,940 83		1,940 83		
	970 42		970 42		1,542 65
	970 41		970 41	3,294 69	
Ex'd by Tel. Co.	640 85		640 85		
	320 43		320 43		1,068 26
	320 42		320 42	2,823 64	
Ex'd by Tel. Co.					
					464 16
				1,147 52	
Ex'd by Tel. Co.	24,535 13	2,588 19	27,123 32		
	12,267 59		12,267 59		12,113 32
	12,267 54	2,588 19	14,855 73	85,987 20	

EXHIBIT TABLE B.

Table for Fiscal Year Ending Sept. 30th, 1866, Shewing Amount Expended by the B. & O. R. R. in Maintaining and Opening Telegraph Lines and the American Telegraph Co.'s and the B. & O. R. R. Co.'s Proportion of said Expenditures.

Months.	Proportion, &c.	Poles.	Labor and provisions.	Insulation.	Repairs.	Instruments.	Batteries.	Incidentals.	Office fittings.	Operators' salaries.	Stationery.	Total.
1865. Oct.	Total expended by B. & O.		599 24			65 10	89 12		281 95	4,459 50	374 03	5.868 94
	Am'n Tel. Co.'s prop'n		76 67						17 24	83 33		177 24
	B. & O. prop'n		522 57			65 10	89 12		264 71	4,376 17	374 03	5,690 70
Nov.	Total expended by B. & O.		441 35			31 25	175 14		303 56	4,542 20	27 40	5,520 90
	Am'n Tel. Co.'s prop'n		86 67							83 33		170 00
	B. & O. prop'n		354 68			31 25	175 14		303 56	4,455 87	27 40	5,350 90
Dec.	Total expended by B. & O.	105 30	636 98	11 58	71 27		161 44		232 68	4,535 95	119 21	5,874 41
	Am'n Tel. Co.'s prop'n		108 13	11 58					22 28	83 33		225 32
	B. & O. prop'n	105 30	528 85		71 27		161 44		210 40	4,452 62	119 21	5,649 09
1866. Jan'y	Total expended by B. & O.		471 45				2 50		209 78	4,706 75	357 66	5,748 14
	Am'n Tel. Co.'s prop'n		40 00							83 33		123 33
	B. & O. prop'n		430 45				2 50		209 78	462 42	357 66	5,624 81
Feb'y	Total expended by B. & O.		409 77	8 00		43 92	87 42	121 65	83 85	4,654 65	67 07	5,476 33
	Am'n Tel. Co.'s prop'n		40 00	8 00						83 33		131 33
	B. & O. prop'n		369 77			43 92	87 42	121 65	83 85	4,571 32	67 07	5,345 00
March	Total expended by B. & O.	205 00	471 62	55 15			81 44		36 59	4,630 15		5,535 68
	Am'n Tel. Co.'s prop'n	136 67	96 67	55 15						83 33	55 73	371 82
	B. & O. prop'n	68 33	374 95				81 44		36 59	4,546 82	55 73	5,163 87
April	Total expended by B. & O.	127 50	485 72	28 67		80 13	41 47		61 07	4,392 00	11 75	5,228 31
	Am'n Tel. Co.'s prop'n	83 33	86 66	28 67						83 33		281 99
	B. & O. prop'n	44 17	399 06			80 13	41 47		61 07	4,308 67	11 75	4,946 32
May	Total expended by B. & O		580 61	8 74			89 75		55 59	4,535 75	21 09	5,291 53
	Am'n Tel. Co.'s prop'n		86 66	8 74						83 33		178 73
	B. & O. prop'n		493 95				89 75		55 59	4,452 42	21 09	5,112 80
June	Total expended by B. & O.		475 59				89 73		22 66	4,584 65	111 73	5,284 36
	Am'n Tel. Co.'s prop'n		102 23							83 33		185 56
	B. & O. prop'n		373 36				89 73		22 66	4,501 32	111 73	5,098 80
July	Total expended by B. & O.		484 20	27			85 62		142 04	4,368 70	20 38	5,101 21
	Am'n Tel. Co.'s prop'n		106 73	27						83 33		190 33
	B. & O. prop'n		377 47				85 62		142 04	4,285 37	20 38	[illegible] 88
Aug't	Total expended by B. & O.		453 38	2 28			66 72		78 51	4,499 85	339 18	[illegible] 92
	Am'n Tel. Co. prop'n		86 67	2 28						83 33		[illegible]72 28
	B. & O. prop'n		366 71				66 72		78 51	4,416 52	339 18	[illegible],267 64
Sept.	Total expended by B. & O.		466 10		24 59	11 50	174 29	188 75	27 73	4,358 30	63 91	5,315 17
	Am'n Tel. Co. prop'n		102 06							83 33		185 39
	B. & O. prop'n		364 04		24 59	11 50	174 29	188 75	27 73	4,274 97	63 91	5,129 78
Totals	Total expended by B. & O.	437 80	5,976 01	114 69	95 86	231 90	1,144 64	310 40	1,536 01	54,268 45	1,569 14	[illegible]5,684 90
	Total Am'n Tel. Co.'s proportion	220 00	1,019 15	114 69					39 52	999 96		2,393 32
	Total am't B. & O. proportion	271 80	4,956 86		95 86	231 90	1,144 64	310 40	1,496 49	53,268 49	1,569 14	[illegible]3,291 58

Table Shewing Am't Expended by Am'n Telegraph Co. for Wire, Insulation, Instruments, Material, &c., and Am. Tel. Co.'s and B. & O. R. R. Co.'s Proportion of said Expenditures.

Months.	Proportion, &c.		Line material furnished by Am'n telegraph Co. for joint use.	Ins'ts & battery material furn. by Am'n Tel. Co. for B. & O. R. R.	Total.	Total B. & O. proportion.	Total Am'n Tel. Co. proportion.
1865. Oct.	Total expended by B. & O.						
	Am'n Tel. Co.'s prop'n						177 24
	B. & O. prop'n					5,691 70	
Nov.	Total expended by B. & O.	Ex'd by Tel. Co.		15 56	15 56		
	Am'n Tel. Co.'s prop'n						170 00
	B. & O. prop'n			15 56	15 56	5,366 46	
Dec.	Total expended by B. & O.	Ex'd by Tel. Co.		155 50	155 50		
	Am'n Tel. Co.'s prop'n						225 32
	B. & O. prop'n			155 50	155 50	5,804 59	
1866. Jan'y	Total expended by B. & O.	Ex'd by Tel. Co.	9 80	109 71	119 51		
	Am'n Tel. Co.'s prop'n		9 80		9 80		133 13
	B. & O. prop'n			109 71	109 71	5,734 52	
Feb'y	Total expended by B. & O.	Ex'd by Tel. Co.	452 71	1 87	454 58		
	Am'n Tel. Co.'s prop'n		452 71		452 71		584 04
	B. & O. prop'n			1 87	1 87	5,346 87	
March	Total expended by B. & O.	Ex'd by Tel. Co.	3 60	72 00	75 60		
	Am'n Tel. Co.'s prop'n		3 60		3 60		375 42
	B. & O. prop'n			72 00	72 00	5,235 86	
April	Total expended by B. & O.	Ex'd by Tel. Co.		60 64	60 64		
	Am'n Tel. Co.'s prop'n						281 99
	B. & O. prop'n			60 64	60 64	5,006 96	
May	Total expended by B. & O						
	Am'n Tel. Co.'s prop'n						178 73
	B. & O. prop'n					5,112 80	
June	Total expended by B. & O.						
	Am'n Tel. Co.'s prop'n						185 56
	B. & O. prop'n					5,098 80	
July	Total expended by B. & O.						
	Am'n Tel. Co.'s prop'n						190 33
	B. & O. prop'n					4,910 88	
Aug't	Total expended by B. & O.						
	Am'n Tel. Co. prop'n						172 28
	B. & O. prop'n					5,267 64	
Sept.	Total expended by B. & O.						
	Am'n Tel. Co. prop'n						185 39
	B. & O. prop'n					5,129 78	
Totals	Total expended by B. & O.		466 11	415 28	881 39		
	Total Am'n Tel. Co.'s proportion		466 11		466 11		2,859 43
	Total am't B. & O. proportion			415 28	415 28	63,706 86	

EXHIBIT TABLE C.

Table for Fiscal Year Ending Sept. 30, 1867, *Shewing Amount Expended by the B. & O. R. R. in Maintaining & Operating Telegraph Lines, & the Am. Tel. Co.'s & the B. & O. R. R. Co.'s Proportion of said Expenditures.*

Table Shewing Amount Expended by Am. Tel. Co. for Wire, Insulation, Instruments, Materials, &c., & Am. Tel. Co.'s & B. & O. R. R. Co.'s Proportion of said Expenditures.

Months.	Proportions, &c.	Poles.	Labor & provisions.	Insulation.	Repairs.	Instruments.	Batteries.	Incidentals.	Office fittings.	Op'rs' salaries.	Stationery.	Total.		Line material furnished by Am. Tel. Co. for joint use.	Ins'ts & batt. material furnished by Am. Tel. Co. for B. & O. R. R. Co.'s use.	Total.	Total B. & O. proportion.	Total Am. Tel. Co. proportion.
1866. Oct.	Total expended by B. & O.	188 70	418 00		235 20	26 50	68 73	131 50	148 05	4,478 60	42 34	5,[illegible]7 62	Ex'd by Tel. Co.	202 19		202 19		
	Am. Tel. Co.'s prop'n		55 66		117 60					83 33		[illegible]56 59		202 19		202 19		458 78
	B. & O. prop'n	188 70	362 34		117 60	26 50	68 73	131 50	148 05	4,395 27	42 34	5,481 03					5,481 03	
Nov.	Total expended by B. & O.	12 50	411 35	4 40	144 17	24 96	107 00		120 39	4,319 55	170 72	5,315 04						
	Am. Tel. Co.'s prop'n		50 90	4 40	72 09					83 33		210 72						210 72
	B. & O. prop'n	12 50	360 45		72 08	24 96	107 00		120 39	4,236 22	170 72	5,104 32					5,104 32	
Dec.	Total expended by B. & O.	205 00	368 90	49 65		75 65	40 02	87 00	118 77	4,376 75	135 60	5,457 34	Ex'd by Tel. Co.	12 00		12 00		
	Am. Tel. Co.'s prop'n		59 16	49 65						83 33		192 14		12 00		12 00		204 14
	B. & O. prop'n	205 00	309 74			75 65	40 02	87 00	118 77	4,293 42	135 60	5,265 20					5,265 20	
1867. January	Total expended by B. & O.	6 00	464 00	14 16		7 38	40 88	116 00	374 84	4,388 10	591 04	6,002 40	Ex'd by Tel. Co.	3 06		3 06		
	Am. Tel. Co.'s prop'n		86 66	14 16						83 33		184 15		3 06		3 06		187 21
	B. & O. prop'n	6 00	377 34			7 38	40 88	116 00	374 84	4,307 77	591 04	5,818 25					5,818 25	
February	Total expended by B. & O.	95 75	511 45		38 85		15 00	117 91	561 40	4,448 40	27 41	5,816 17						
	Am. Tel. Co.'s prop'n	4 84	86 66							83 33		174 83						174 83
	B. & O. prop'n	90 91	424 79		38 35		15 00	117 91	561 40	4,365 07	27 41	5,641 34					5,641 34	
March	Total expended by B. & O.		512 75			48 69	221 48	1 88	410 30	4,398 50	135 44	5,729 04	Ex'd by Tel. Co.	15 50		15 50		
	Am. Tel. Co.'s prop'n		86 66							83 33		169 99		15 50		15 50		185 49
	B. & O. prop'n		426 09			48 69	221 48	1 88	410 30	4.315 17	135 44	5,559 05					5,559 05	
April	Total expended by B. & O.		467 50	13 50	72 10	8 75		15 25	238 84	4,475 80	19 40	5,311 14	Ex'd by Tel. Co.	1,191 34		1,191 34		
	Am. Tel. Co.'s prop'n		86 66	13 50						83 33		183 49		1,191 34		1,191 34		1,374 83
	B. & O. prop'n		380 84		72 10	8 75		15 25	238 84	4,392 47	19 40	5,127 65					5,127 65	
May	Total expended by B. & O.	23 00	449 80		35 31		68 18	6 75	240 97	4,416 70	56 38	5,297 09	Ex'd by Tel. Co.	193 40		193 40		
	Am. Tel. Co.'s prop'n		86 66							83 33		169 99		193 40		193 40		363 39
	B. & O. prop'n	23 00	363 14		35 31		68 18	6 75	240 97	4,333 37	56 38	5,127 10					5,127 10	
June	Total expended by B. & O.		475 85		5 95	44 00			51 80	4,480 45	97 50	5,155 55						
	Am. Tel. Co.'s prop'n		86 66							83 33		169 99						169 99
	B. & O. proportion		389 19		5 95	44 00			51 80	4,397 12	97 50	4,985 56					4,985 56	
July	Total expended by B. & O.		480 25				11 20		123 51	4,441 75	107 33	5,164 04						
	Am. Tel. Co.'s prop'n		86 66							83 33		169 99						169 99
	B. & O. prop'n		393 59				11 20		123 51	4,358 42	107 33	4,994 05					4,994 05	
August	Total expended by B. & O.	5 00	461 00				38 45	12 50	36 72	4,431 75	206 80	5,192 22						
	Am. Tel. Co.'s prop'n		86 66							83 33		169 99						169 99
	R. & O. prop'n	5 00	374 34				38 45	12 50	36 72	3,348 42	206 80	5,022 23					5,022 23	
Sept.	Total expended by B. & O.		486 50	9 28	4 94	4 20	37 17	7 61	47 34	4,550 90	83 29	5,231 23	Ex'd by Tel. Co.	792 20		792 20		
	Am. Tel. Co.'s prop'n		144 64	9 28						83 33		237 25		396 10		396 10		633 35
	B. & O. prop'n		341 86		4 94	4 20	37 17	7 61	47 34	4,467 57	83 29	4,993 98		396 10		396 10	5,390 08	
Totals	Total expended by B. & O.	535 95	5,507 35	90 99	536 52	240 13	648 11	496 40	2,472 93	53,207 25	1,673 25	65,408 88	Ex'd by Tel. Co.	2,409 69		2,409 69		
	Total Am. Tel. Co.'s prop'n	4 84	1,003 64	90 99	189 69					999 96		2,289 12		2,013 59		2,013 59		4,302 71
	Total B. & O. prop'n	531 11	4,503 71		346 83	240 13	648 11	496 40	2,472 93	52,207 29	1,673 25	63,119 76		396 10		396 10	63,515 86	

EXHIBIT TABLE D.

Table for Fiscal Year Ending Sept. 30th, 1868, Shewi[illegible] Amount Expended by the B. & O. R. R. in Maintaining & Operating Telegraph Lines and the Western Union Telegraph Co.'s & the B. & O. R. R. Co.'s Proportion of said Expenditures.

Months.	Proportions, &c.	Poles.	Labor & provisions.	Insulation.	Repairs.	Instruments.	Batteries.	Incidentals.	Office fittings.	Op'rs' salaries.	Stationery.	Totals.
1867. Oct.	Total expended by B. & O.		700 70			56 00	170 23		58 20	4,612 00	131 06	5,728 19
	W. U. Tel. prop'n		250 50							83 33		333 83
	B. & O. prop'n		450 20			56 00	170 23		58 20	4,528 67	131 06	5,394 36
Nov.	Total expended by B. & O.		662 20		10 43	66 33	73 00	35 10	61 92	4,598 45	12 11	5,519 54
	W. U. Tel. prop'n		235 72							83 33		319 05
	B. & O. prop'n		426 48		10 43	66 33	73	35 10	61 92	4,515 12	12 11	5,200 49
Dec'r.	Total expended by B. & O.	137 70	574 95			33 43	18 99	14 00	96 28	4,637 00	109 06	5,621 41
	W. U. Tel. prop'n		199 01							83 33		282 34
	B. & O. prop'n	137 70	375 94			33 43	18 99	14 00	96 28	4,553 67	109 06	5,339 07
1868. Jan'y	Total expended by B. & O.		470 15			82 64	75 70		279 15	4,566 65	202 13	5,676 42
	W. U. Tel. prop'n		86 66							83 33		169 99
	B. & O. prop'n		383 49			82 64	75 70		279 15	4,483 32	202 13	5,506 43
Feb'y	Total expended by B. & O.	41 76	472 80		8 00	103 50	67 85	5 75	167 98	4,521 30	247 13	5,636 07
	W. U. Tel. prop'n		86 66							83 33		169 99
	B. & O. prop'n	41 76	386 14		8 00	103 50	67 85		167 98	4,437 97	247 13	5,466 08
March	Total expended by B. & O.	170 25	502 30	16 50		2 91	108 14	51 67	299 79	4,475 50	271 26	5,898 32
	W. U. Tel. prop'n		86 66	16 50				25 00		83 33		211 49
	B. & O. prop'n	170 25	415 64			2 91	108 14	26 67	299 79	4,392 17	271 26	5,686 83
April	Total expended by B. & O.	365 00	450 10				14 93	61 47	261 14	4,252 10	67 93	5,472 66
	W. U. Tel. prop'n		101 66					25 00		83 33		209 99
	B. & O. prop'n	365 00	348 44				14 92	36 47	261 14	4,168 77	67 93	5,262 67
May	Total expended by B. & O	366 45	453 00	2 12			2 06	17 06	56 36	4,205 80	58 18	5,159 03
	W. U. Tel. prop'n		86 66	2 12						83 33		172 11
	B. & O. prop'n	366 45	366 34				2 06	17 06	56 36	4,122 47	56 18	4,986 92
June	Total expended by B. & O.		606 45				93 90	85 75	110 22	4,070 00	141 78	5,108 08
	W. U. Tel. prop'n		204 88					25 00		83 33		313 21
	B. & O. prop'n		401 57				93 90	60 73	110 22	3,986 67	141 78	4,794 87
July	Total expended by B. & O.	358 68	1,273 29	22 70			87 43	161 64	107 12	4,345 35	23 66	6,379 87
	W. U. Tel. prop'n		526 64	11 35				71 88		83 33		693 20
	B. & O. prop'n	358 68	746 [illegible]	11 35			87 43	89 76	107 12	4,262 02	23 66	5,686 67
	Total expended by B. & O.		1,008 19			33 50	127 72	78 43	71 39	4,543 65	216 38	6,079 26
	W. U. Tel. prop'n		394 09					25 00		83 33		502 42
	B. & O. prop'n		614 10			33 50	127 72	53 43	71 39	4,460 32	216 38	5,576 84
Sept.	Total expended by B. & O.		1,010 57			65 50		57 24	240 13	4,343 15	152 81	5,869 40
	W. U. Tel. prop'n		364 28					25 00		83 33		472 61
	B. & O. prop'n		646 29			65 50		32 24	240 13	4,259 82	152 81	5,396 79
Totals	Total exp'd by B. & O.	1,439 84	8,184 70	41 32	18 43	443 81	839 94	568 09	1,809 68	53,170 95	1.631 49	68,148 25
	" W. U. Tel. prop'n		2,623 42	29 97				196 88		999 96		3,850 23
	" B. & O. prop'n	1,439 84	5,561 28	11 35	18 43	443 81	839 94	371 21	1,809 68	52,170 99	1.631 49	64,298 02

Table Shewing Am't Expended by the W. U. Telegraph Co. for Wire, Insulation, Instruments, Material, &c., & the W. U. Tel. Co.'s & the B. & O. R. R. Co.'s Proportion of said Expenditures.

Months.		*Time* material furnished by W. U. Tel. Co. for joint use.	Ins'ts & bat. material furnished by the W. U. Tel. Co. for B. & O. R. R.	Totals.	Total B. & O. prop'n.	Total W. U. Tel. Co. prop'n.
1867. Oct.	Ex'd by Tel. Co.					
						333 83
					5,394 36	
Nov.	Ex'd by Tel. Co.					
						319 05
					5,200 49	
Dec'r.	Ex'd by Tel. Co.					
						282 34
					5,339 07	
1868. Jan'y	Ex'd by Tel. Co.	15 12		15 12		
		15 12		15 12		185 11
					5,506 43	
Feb'y	Ex'd by Tel. Co.	71 45		71 45		
		71 45		71 45		241 44
					5,466 08	
March	Ex'd by Tel. Co.	12 36		12 36		
		12 36		12 36		223 85
					5,686 83	
April	Ex'd by Tel. Co.					
						209 99
					5,262 67	
May	Ex'd by Tel. Co.	1,266 00		1,266 00		
		633 00		633 00		805 11
		633 00		633 00	5,619 92	
June	Ex'd by Tel. Co.	738 87		738 87		
		369 43		369 43		682 64
		369 44		369 44	5,164 31	
July	Ex'd by Tel. Co.	1,731 70		1,731 70		
		865 85		865 85		1,559 05
		865 85		865 85	6,552 52	
	Ex'd by Tel. Co.	281 82		281 82		
		140 91		140 91		643 33
		140 91		140 91	5,717 75	
Sept.	Ex'd by Tel. Co.					
						472 61
					5,396 79	
Totals	Ex'd by Tel. Co.	4,117 32		4,117 32		
		2,108 12		2,108 12		5,958 35
		2,009 20		2,009 20	66,307 22	

EXHIBIT TABLE F.

Table for Fiscal Year Ending Sept. —, 1869, Showing Amount Expended by the B. & O. R. R. in Maintaining and Operating Telegraph Line-, and the Western Union Telegraph Co.'s and the B. & O. R. R. Co.'s Proportion of said Expenditure.

Table Showing the Amount Expended by the W. U. Telegraph Co. for Wire, Insulation, Instruments, Material, &c., and the W. U. Telegraph Co.'s and the B. & O. R. R. Co.'s Proportion of said Expenditure.

Months.	Proportions, &c.	Poles.	Labor & provisions.	Insulation.	Repairs.	Instruments.	Batteries.	Incidentals.	Office fittings.	Operators' salaries.	Stationery.	Totals.	Line material furnished by W. U. Tel. Co. for joint use.	Ins'ts & battery material furnished by W.U. Tel.Co. for B.&O.R.R.	Totals.	Total B. & O. proportion.	Total W.U. Tel. Co.'s proportion.
10 mos.—October, 1868, to July 30, '69	Total expended by B. & O.	459 50	6,125 69	48 84		305 54	647 97	676 03	832 86	39,591 85	863 33	49,551 61	970 35		970 35		
	W. U. prop'n		1,649 36	24 42				25 00		833 30		2,532 08	485 17		485 17		3,017 25
	B. & O. prop'n	459 50	4,476 33	24 42		305 54	647 97	651 03	832 86	38,758 55	863 33	47,019 53	485 18		485 18	47,504 71	
August	Total expended by B. & O.		360 00				7 50	14 40	111 12	3,722 05		4,215 07					
	W. U. prop'n		40 00							83 33		123 33					123 33
	B. & O. prop'n		320 00				7 50	14 40	111 12	3,638 72		4,095 74				4,091 74	
Sept.	Total expended by B. & O.	116 10	460 65	11 28		16 10	113 44	18 63	51 96	3,671 05		4,459 21					
	W. U. prop'n		90 33	5 64						83 33		179 30					179 30
	B. & O. prop'n	116 10	370 32	5 64		16 10	113 44	18 65	51 96	3,587 72		4,279 91				4,279 91	
2 mos.—Aug't & Sept.	Total expended by B. & O.	116 10	820 65	11 28		16 10	120 94	33 03	163 08	7,393 10		8,674 28					
	W. U. prop'n		130 33	5 64						166 66		302 63					302 63
	B. & O. prop'n	116 10	690 32	5 64		16 10	120 94	33 03	163 08	7,226 44		8,371 65				8,371 65	
Total for 1869	Total expended by B. & O.	575 60	6,946 34	60 12		321 64	768 91	719 06	995 94	46,984 95		58,225 89	970 35				
	W. U. prop'n		1,779 69	30 06				25 00		999 96		2,834 71	485 17				3,319 88
	B. & O. prop'n	575 60	5,166 65	30 06		321 64	768 91	684 06	995 94	45,984 99		55,391 18	485 18			55,876 36	

EXHIBIT TABLE G.

Table for Fiscal Year Ending Sept. —, 1870, *Shewing Amount Expended by the B. & O. R. R. in Maintaining & Operating Telegraph Lines, and the Western Union Teleg'h Co.'s and the B. & O. R. R. Co.'s Proportion of said Expenditures.*

Table Showing Amount Expended by the W. U. Telegraph Co. for Wire, Insulation, Instruments, Material, &c., and the W. U. Telegraph Co.'s and the B. & O. R. R. Co.'s Proportion of said Expenditures.

Months.	Proportions, &c.	Poles.	Labor & provisions.	Insulation.	Repairs.	Instruments.	Batteries.	Incidentals.	Office fittings.	Operators' salaries.	Stationery.	Totals.		Line material furnished by W. U. Tel. Co. for joint use.	Ins'ts & battery material furnis- by the W. U. Tel. Co. for B. & O. R. R.	Totals.	Totals.	Total B. & O. proportion.	Total W. U. Tel. Co. proportion.
1869. Oct.	Total expended by B. & O.	98 40	628 65					17 85	118 11	3,709 30		4,572 31	Ex'd by W. U.	278 85					
	W. U. prop'n		174 33							83 33		257 66		139 43					397 09
	B. & O. prop'n	98 40	454 32					17 85	118 11	3,625 97		4,314 65		139 42				4,454 07	
Nov.	Total expended by B. & O.		545 23					14 40	71 94	3,660 15		4,291 72							
	W. U. prop'n		132 61							83 33		215 94							215 94
	B. & O. prop'n		412 62					14 40	71 94	3,576 82		4,075 78						4,075 78	
Dec.	Total expended by B. & O.		625 32	6 83		57 00	17 50		77 56	3,700 75		4,484 96							
	W. U. prop'n		172 66	6 83						83 33		262 82							262 82
	B. & O. prop'n		452 66			57 00	17 50		77 56	3,617 42		4,222 14						4,222 14	
1870. Jan'y	Total expended by B. & O.		344 60			75	73 13	89 82	69 92	3,719 25		4,297 47							
	W. U. prop'n		40 00							33 33		123 33							123 33
	B. & O. prop'n		304 60			75	73 13	89 82	69 92	2,635 92		4,174 14						4,174 14	
Feb.	Total expended by B. & O.	3 50	287 15	4 50	2 00	18 03	20 89	34 00	19 17	3,588 40		3,977 64							
	W. U. prop'n		40 00	4 50						83 33		127 83							127 83
	B. & O. prop'n	3 50	247 15		2 00	18 03	20 89	34 00	19 17	3,505 07		3,849 81						3,849 81	
March	Total expended by B. & O.	3 75	270 70	8 00	1 17		5 00		68 44	3,614 15		3,971 21							
	W. U. prop'n		40 00	8 00						83 33		131 33							131 33
	B. & O. prop'n	3 75	230 70		1 17		5 00		68 44	3,530 82		3,839 88						3,839 88	
April	Total expended by B. & O.	81 00	458 40	4 80			22 22	19 09	89 60	3,635 50		4,310 61	Ex'd by W. U.	92 15					
	W. U. prop'n		149 20	4 80						83 33		237 33		46 07					283 40
	B. & O. prop'n	81 00	309 20				22 22	19 09	89 60	3,552 17		4,073 28		46 08				4,119 36	
May	Total expended by B. & O	121 20	549 89	4 25			1 50	5 00	107 04	3,611 40		4,400 28	Ex'd by W. U.	160 00					
	W. U. prop'n		194 95	4 25						83 33		282 53		80 00					363 53
	B. & O. prop'n	121 20	354 94				1 50	5 00	107 04	3,528 07		4,117 75		80 00				4,197 75	
June	Total expended by B. & O.		660 51				69 68	16 28	79 09	3,645 15		4,470 71							
	W. U. prop'n		250 25							83 33		333 58							333 58
	B. & O. prop'n		410 26				69 68	16 28	79 09	3,561 82		4,137 13						4,137 13	
July	Total expended by B. & O.																		
	W. U. prop'n																		
	B. & O. prop'n																		
August	Total expended by B. & O.																		
	W. U. prop'n																		
	B. & O. prop'n																		
Sept.	Total expended by B. & O.																		
	W. U. prop'n																		
	B. & O. prop'n																		
	Total of months	307 85	4,370 45	28 38	3 17	75 78	209 92	196 44	700 84	32,884 08		38,776 91	Ex'd by W. U.	531 00					
	" W. U. prop'n		1,194 00	28 38						749 97		1,972 35		265 50					2,237 85
	" B. & O. "	307 85	3,176 45		3 17	75 78	209 92	196 44	700 84	32,134 11		36,804 56		265 50				37,070 06	